

REQUEST FOR (THIS IS NOT AN ORDER)		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE OF PAGES 1 2	
1. REQUEST NO. W912WJ-05-Q-0131	2. DATE ISSUED 25-Apr-2005	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING		
5a. ISSUED BY U S ARMY ENGR DISTRICT, NEW ENGLAND 696 VIRGINIA RD CONCORD MA 01742-2751			6. DELIVER BY (Date) SEE			
			7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule)			
5b. FOR INFORMATION CALL: (Name and Telephone no.) (No collect calls) NORMAN A. KRAUSE 978-318-8833						
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION (Consignee and address, including ZIP Code) SEE			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 11-May-2005						
IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.						
11. SCHEDULE (Include applicable Federal, State, and local taxes)						
ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
SEE SCHEDULE						
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS No. %	
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.						
13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)		14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION			15. DATE OF QUOTATION	
		16. NAME AND TITLE OF SIGNER (Type or print)			TELEPHONE NO. (Include area code)	

Section SF 30 - BLOCK 14 CONTINUATION PAGE

QUOTATIONS MAY BE FAXED TO 978-318-8207.

SCOPE

FURNISH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO PERFORM GRASS MOWING, TRIMMING AND LANDSCAPING SERVICES AT THE CAPE COD CANAL IN THE TOWNS OF BOURNE AND SANDWICH, MA IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS AND MAPS (SEE SECTION C)

PERIOD OF SERVICE: ON OR ABOUT 16 MAY 2005 THROUGH 11 NOVEMBER 2005

WAGE DETERMINATION NO. 94-2259 (REV. 19), DATED 18 MARCH 2005, ISSUED BY THE DEPARTMENT OF LABOR, IS ATTACHED AT THE END OF THE CONTRACT CLAUSES

ANY RESULTANT PURCHASE ORDER WILL BE SUBJECT TO THE ATTACHED CONTRACT CLAUSES

NOTE CLAUSE NO. 252.204-7004, "REQUIRED CENTRAL CONTRACTOR REGISTRATION, ALT A". AN AWARD **CANNOT** BE MADE TO A CONTRACTOR WHO IS NOT REGISTERED. INFORMATION ON HOW TO REGISTER IS INCLUDED IN THE BID PACKAGE. REGISTRATION CAN BE DONE VIA THE INTERNET AT <http://www.ccr.gov> OR BY TELEPHONE AT 1-888-227-2423

NOTE CLAUSE 52.237-1, SITE VISIT

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	THREE PANEL SIGN (0.5 ACRES) 2005 FFP	15	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	BELMONT ROCK (0.1 ACRES) 2005 FFP	15	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	HERRING RUN (0.5 ACRES) 2005 FFP PURCHASE REQUEST NUMBER: W13G86-5077-2284	17	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	SAGAMORE (0.5 ACRES) 2005 FFP PURCHASE REQUEST NUMBER: W13G86-5077-2284	17	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	SANDWICH (1.0 ACRES) 2005 FFP PURCHASE REQUEST NUMBER: W13G86-5077-2284	17	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	BULKHEAD (0.5 ACRES) 2005 FFP PURCHASE REQUEST NUMBER: W13G86-5077-2284	17	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	SANDCATCHER (1.25 ACRES) 2005 FFP PURCHASE REQUEST NUMBER: W13G86-5077-2284	17	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	MIDWAY (1.5 ACRES) 2005 FFP PURCHASE REQUEST NUMBER: W13G86-5077-2284	17	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	BOURNE SOUTH (0.8 ACRES) 2005 FFP PURCHASE REQUEST NUMBER: W13G86-5077-2284	17	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	TIDAL FLATS (0.3 ACRES) 2005 FFP PURCHASE REQUEST NUMBER: W13G86-5077-2284	15	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	BUZZARDS BAY (0.4 ACRES) 2005 FFP PURCHASE REQUEST NUMBER: W13G86-5077-2284	17	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	CAPE COD CANAL FIELD OFFICE (4.8 ACRES) FFP 2005 PURCHASE REQUEST NUMBER: W13G86-5077-2284	17	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	WINGS NECK (0.5 ACRES) 2005 FFP PURCHASE REQUEST NUMBER: W13G86-5077-2284	15	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	BOURNE (UNIMPROVED AREAS-0.5 ACRES) 2005 FFP PURCHASE REQUEST NUMBER: W13G86-5077-2284	7	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	MOW FIELD A (0.3 ACRES) 2005 FFP PURCHASE REQUEST NUMBER: W13G86-5077-2284	7	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	MOW FIELD B (0.3 ACRES) 2005 FFP PURCHASE REQUEST NUMBER: W13G86-5077-2284	7	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	MOW FIELD C (1.25 ACRES) 2005 FFP PURCHASE REQUEST NUMBER: W13G86-5077-2284	7	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	MOW FIELD D (0.25 ACRES) 2005 FFP PURCHASE REQUEST NUMBER: W13G86-5077-2284	7	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	LANDSCAPE BUZZARDS BAY 2005 FFP PURCHASE REQUEST NUMBER: W13G86-5077-2284	3	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	LANDSCAPE 3 PANEL 2005 FFP PURCHASE REQUEST NUMBER: W13G86-5077-2284	3	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	LANDSCAPE BELMONT ROCK 2005 FFP PURCHASE REQUEST NUMBER: W13G86-5077-2284	3	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	LANDSCAPE HERRING RUN 2005 FFP PURCHASE REQUEST NUMBER: W13G86-5077-2284	3	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	LANDSCAPE SAGAMORE 2005 FFP PURCHASE REQUEST NUMBER: W13G86-5077-2284	3	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024	LANDSCAPE SANDCATCHER 2005 FFP PURCHASE REQUEST NUMBER: W13G86-5077-2284	3	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	LANDSCAPE SANDWICH 2005 FFP PURCHASE REQUEST NUMBER: W13G86-5077-2284	3	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026	LANDSCAPE MIDWAY 2005 FFP PURCHASE REQUEST NUMBER: W13G86-5077-2284	3	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027	LANDSCAPE BOURNE 2005 FFP PURCHASE REQUEST NUMBER: W13G86-5077-2284	3	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0028	LANDSCAPE TIDAL FLATS 2005 FFP PURCHASE REQUEST NUMBER: W13G86-5077-2284	3	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0029	LANDSCAPE CAPE COD CANAL FIELD OFFICE FFP 2005 PURCHASE REQUEST NUMBER: W13G86-5077-2284	3	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0030	LIME & FERTILIZE ALL LAWNS 2005 FFP MOW AREAS IN LINE ITEMS 0001 THROUGH 0012 PURCHASE REQUEST NUMBER: W13G86-5077-2284	1	Lump Sum		

NET AMT

FOB: Destination

Section C - Descriptions and Specifications

STATEMENT OF WORK

SPECIFICATIONS FOR MOWING, TRIMMING,
AND LANDSCAPING SERVICES AT
CAPE COD CANAL
16 MAY 2005 THRU 11 NOVEMBER 2005

1.0 SCOPE OF WORK

- 1.1. General. The purpose of this procurement is to obtain a Contractor to provide grass mowing, trimming, and landscaping services at multiple areas on Government-owned property along the Cape Cod Canal in the towns of Bourne and Sandwich, MA.
- 1.2. Description. The Contractor will provide grass mowing and trimming services at recreation areas (approximately 14 acres) along the Cape Cod Canal. One site (Wings Neck; exhibit L) is a remote site located approximately 7 miles on-Cape from the Bourne Bridge. The Contractor will also provide landscaping services at 11 recreation areas along the Canal. The quantities and schedule shown in the specifications and bidding schedule are estimated amounts only and are not guaranteed. Bidders are strongly encouraged to visit the job site prior to submission of bid. Contact Park Manager William Norman at (508) 759-4431 ext. 609 to arrange a site visit.
- 1.3. Safety. Safety is an integral part of the Corps of Engineers service-contracting program. The Contractor will be required to comply with all safety provisions as outlined in the Corps Safety Manual EM 385-1-1, incorporating all current appropriate modifications. A copy of the manual will be presented to the contractor at the pre-work conference.
- 1.4. Pre-Work Conference. The Contractor, upon award of the contract, shall contact Park Manager William Norman at 508-759-4431 ext. 609 to arrange a pre-work conference. At this meeting, contract requirements will be discussed and any problems resolved. If keys are necessary to enter the work sites, they will be issued to the Contractor at this time.
- 1.5. Equipment Inspection. The contractor will be required to make available, for suitability and safety compliance inspection, all equipment he/she proposes to use to perform services under the contract. Equipment will be made available at the Cape Cod Canal for Government inspection at least five (5) days prior to commencement of services. Any additional equipment added during the course of this contract must also be inspected by the Government representative before being placed into use. Equipment not accepted will be repaired and/or replaced at the Contractor's expense.
- 1.6. Dates. Dates as listed in these specifications are for the 2005 season only. Contracts will be issued on a two-year renewal basis with renewals for the 2006 and 2007 season at the Government's option. New dates will be issued upon renewal for subsequent seasons. Dates are weather dependent. But, will generally be from April through mid-November. The Contractor will be notified at least thirty days in advance of renewal.

2.0 GENERAL REQUIREMENTS

The Contractor will furnish all labor, equipment, materials, and supplies necessary to accomplish the grass mowing, trimming, fertilizing and landscaping required by these specifications as detailed below.

- 2.1. The Contractor will provide mowing (bid items 1-18) and lime and fertilizer application (bid item 30) services to recreation areas, Wings Neck and the Cape Cod Canal Field Office.
 - 2.1.1. Granular lime shall be applied evenly within the first 4 weeks of commencement of this contract at a rate of 50 lbs per 2,500 sq. feet to all mowed areas at the recreation areas, Wings Neck and the Cape Cod Canal Field Office (same areas as Items No. 01-13).
 - 2.1.2. Espoma Organic Lawn Food, slow release, 18-8-6 fertilizer shall be applied evenly within the first 4 weeks of commencement of this contract at a rate of 50lbs per 10,000 sq. feet to all mowed areas at the recreation areas, Wings Neck and the Cape Cod Canal Field Office (same areas as Items No. 01-13).
 - 2.1.3. Mowing will restore a grass height of not more than two and one-half (2 ½) inches.
 - 2.1.4. Push mowing and trimming is required for grass around all obstacles and in all areas inaccessible to a tractor mower. Trimming shall be cut to the height specified in paragraph 2.1.1. These areas include but are not limited to buildings, walkways, boulders, trees, shrubbery, signposts, benches, tables, and fences in each area. The Contractor will trim all grasses and weeds down to the water line.
 - 2.1.5. The contractor will remove fallen branches and litter on the lawn areas being mowed. If litter is shredded as a result of mowing and/or trimming, the contractor will ensure those pieces are collected and removed.
 - 2.1.6. All clippings from mowing and trimming shall be removed from sidewalks, parking lots, picnic and bench pads, and walkways.
 - 2.1.7. Mowing in all areas shall be accomplished in a manner that will prevent tearing or scalping the turf. Mowing shall not be performed when the ground is so wet that the mowing operations will cause rutting. Mowing shall not be performed when the grass is wet.
 - 2.1.8. The contractor will operate machinery and vehicles in accordance to a 10 mile per hour speed limit while on the service roads.
 - 2.1.9. Area maps for bid items (1-18 and 30) are shown on the attached exhibits.
 - 2.1.10. The Contractor shall complete 100% of the work required for an Area/work item before going on to next Area/work item.
- 2.2. The Contractor will provide landscaping services at recreation areas and the Cape Cod Canal Field Office (bid items 19 through 29)
 - 2.2.1. Landscaping will be accomplished three times throughout the duration of the contract. The first will be in early May, the second in early July, and the third in mid September. Specific dates will be coordinated between the Government's Quality Assurance Representative and the Contractor.
 - 2.2.2. Landscaping will include:

- 2.2.2.1. Trimming and shaping shrubs, and removal of weeds, leaves, needles, branches and litter from the shrub beds. Shrubs will be trimmed 8 to 12 inches away from buildings, walkways, handrails and stairs.
 - 2.2.2.2. Removal of weeds along and around curbs and curb stops in all parking lots except Herring Run, Three Panel and Belmont Rock).
 - 2.2.2.3. Removal of weeds from patio blocks indicated on the area maps for bid items 19-29
 - 2.2.2.4. Applying a thin layer of bark mulch consisting of not less than 75% hemlock (commonly known as New England Blend) in early May.
 - 2.2.2.5. Applying of Espoma Plant Tone 5-3-4 fertilizer at a rate of one 8-ounce cup per very three sq. feet of shrub area in early May.
 - 2.2.2.6. Removal of weeds from designated tree rings and tree wells indicated on the area maps for bid items 19-29.
- 2.2.3. Bid items 19-29 are shown on the attached area maps.

3.0 SCHEDULE OF SERVICES

- 3.1. The Contractor will provide the Government Representative a phone number where they can be reached during normal business hours.
- 3.2. The Government's Quality Assurance Representative will contact the Contractor at the end of each week to discuss work requirements for the following week, and will coordinate a work schedule. The number of areas to be serviced each week will vary based on needs determined by the Government Representative. Upon commencement of the week's work assignments, the Contractor must complete mowing, trimming and/or landscaping of all assigned sites within that one-week (5 business days) time frame.
- 3.3. The estimated frequency of maintenance during this procurement (on or about 16 May 2005 until approximately 11 November 2005) is listed on the bid schedule.
- 3.4. Work hours are from 6 am to 5 pm only. Between the hours of 11:30 am and 2pm mowing will NOT be permitted at the following recreation areas: Buzzards Bay, Herring Run, Sandwich, Sandcatcher, Midway, Bourne, and Tidal Flats.
- 3.5. No work will be allowed on Saturdays, Sundays or holidays. The exception will be at the Cape Cod Canal Field Office where weekend work will be allowed.
- 3.6. The Contractor's attention is called to the fact that:

- 3.6.1. Other contractors and Corps of Engineers employees may be in the area for the purpose of performing daily duties. The contractor will cooperate fully with all such people in the area, and shall not impede the work of other contractors in any way.
- 3.6.2. The Canal may experience a large volume of public recreation at the recreation areas and along the services roads. The contractor will take due caution to ensure public safety while performing work.

4.0 EQUIPMENT AND PERSONNEL REQUIREMENTS

- 4.1. In addition to any ride-on or tractor mowers, the contractor is required to utilize push mowers and trimmers as specified in the general requirements. The contractor will have sufficient mowing equipment and personnel to ensure all areas are mowed within allowable time frames.
- 4.2. For safety purposes, a minimum of two workers is required on site at all times. Workers are required to wear safety vests while performing services in these specifications.
- 4.3. Decks on ride-on or tractor mowers are not to exceed 54 inches in width.
- 4.4. All mowers will be equipped with a material collection system. The contractor is responsible for properly disposing all collected materials off government property.
- 4.5. All equipment will be equipped with safety shut off devices. All guards and safety equipment installed by the manufacturer will be kept in place and operational.
- 4.6. All blades on mowing equipment will be sharpened on a regular basis to prevent irregular cutting and tearing of the grass
- 4.7. Turf tires must be on all mowing equipment used on fine lawn areas.
- 4.8. The Contractor's vehicles will be clearly marked with the business name while at the work areas.

5.0 PAYMENTS

- 5.1. Each area is listed in the BIDDING SCHEDULE with a Unit Cost per cutting and an Estimated number of cuttings. A contract will be awarded to the lowest bid for the Total Estimated Amount.
- 5.2. Upon completion of the work requirements, a weekly invoice for the services provided and the total number of hours worked should be sent to:

US Army Corps of Engineers
Cape Cod Canal Field Office
PO Box 1555
Buzzards Bay, MA 02532
Attn: Jane Heckler

- 5.3. Upon receipt of a proper invoice, the contractor will be paid for actual services performed.

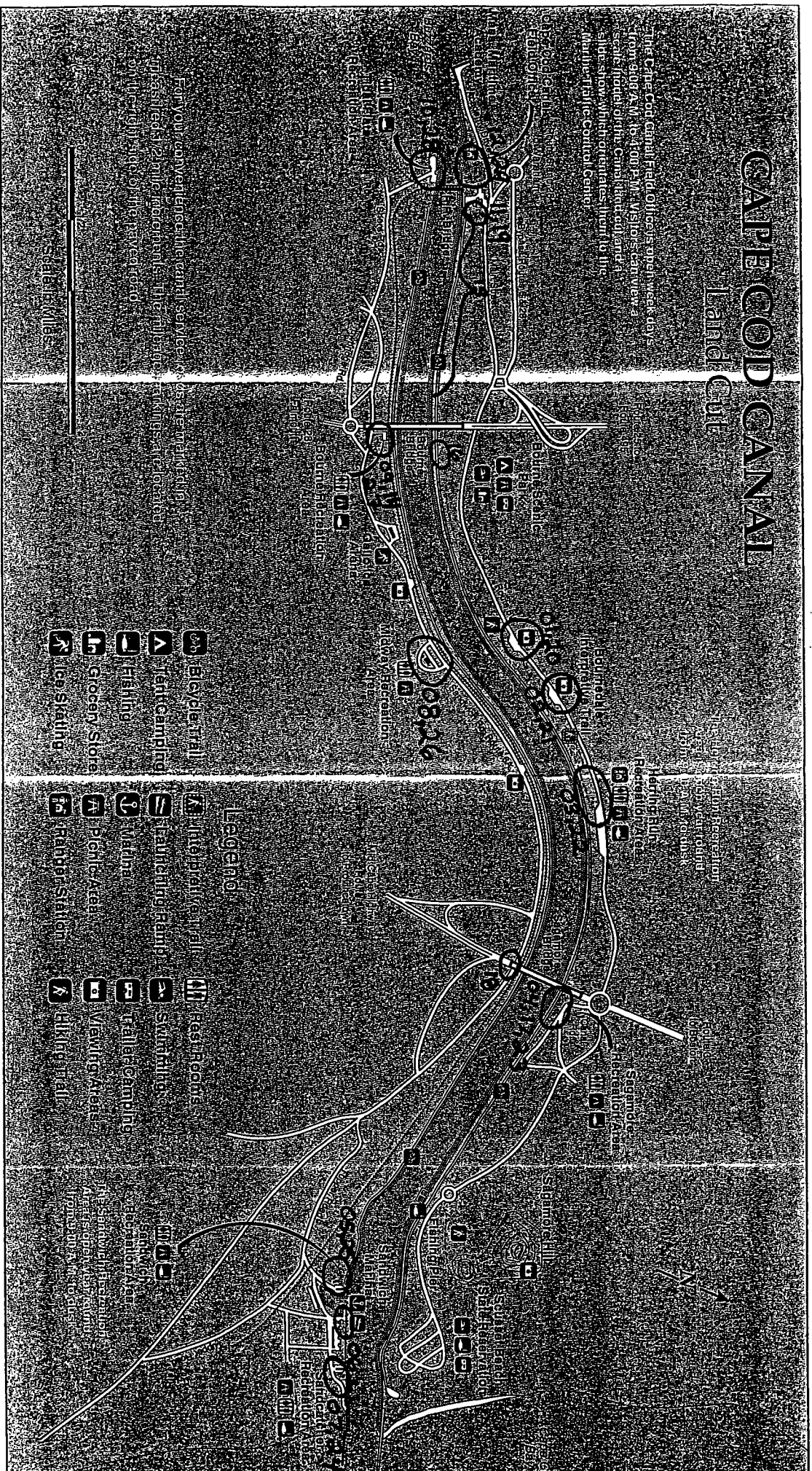
6.0 STANDARDS OF CONDUCT

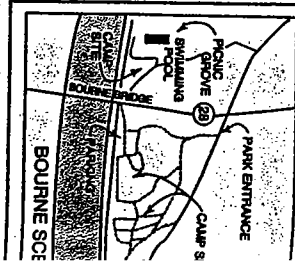
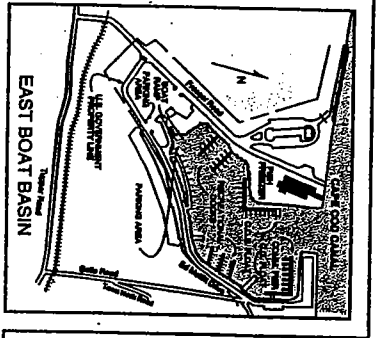
- 6.1. Failure to provide the services described in this contract may be grounds for termination. Breach of contract or voluntary termination of the contract without sufficient cause could jeopardize the Contractor's standing for future contracts with the US Army Corps of Engineers.
- 6.2. Unbecoming actions of conduct on the part of the contractor or its employees while conducting business on government property may be grounds for an unsatisfactory performance evaluation of the contractor. Examples of such actions include, but are not limited to the following:
 - 6.2.1. Cursing, harassment, or discrimination of and unwarranted physical contact with visitors, Corps personnel, or other contractors.
 - 6.2.2. Recurring written and/or verbal complaints from visitors, Corps personnel, or other contractors.
 - 6.2.3 Unsafe operation of vehicles while

CAPE COD CANALS

and Gulfport

The Cape Cod Canal Field Office is open week days from 9:00 A.M. to 4:00 P.M. Visitors can view a scale model of the Canal and slide and a slide show which orientates them to the Marine Traffic Control Centre.



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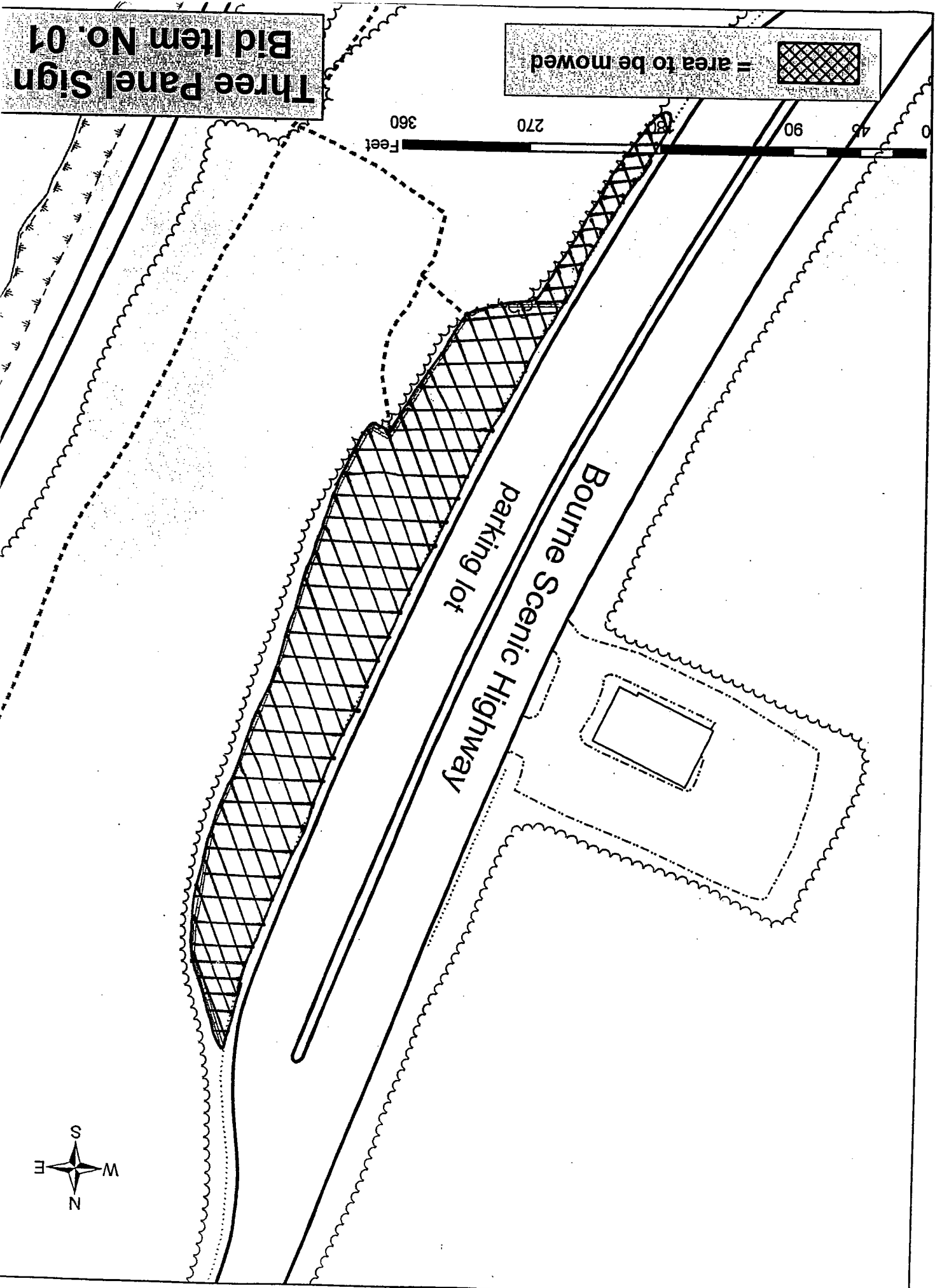
Three Panel Sign
Bid Item No. 01

= area to be moved



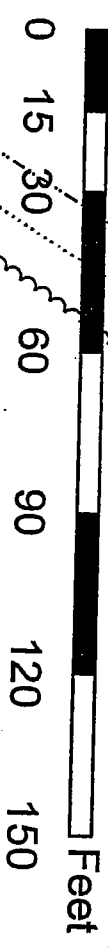
0 45 90 270 360
Feet

Bourne Scenic Highway
parking lot

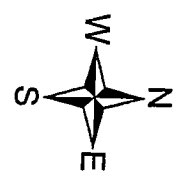


Bourne Scenic Highway

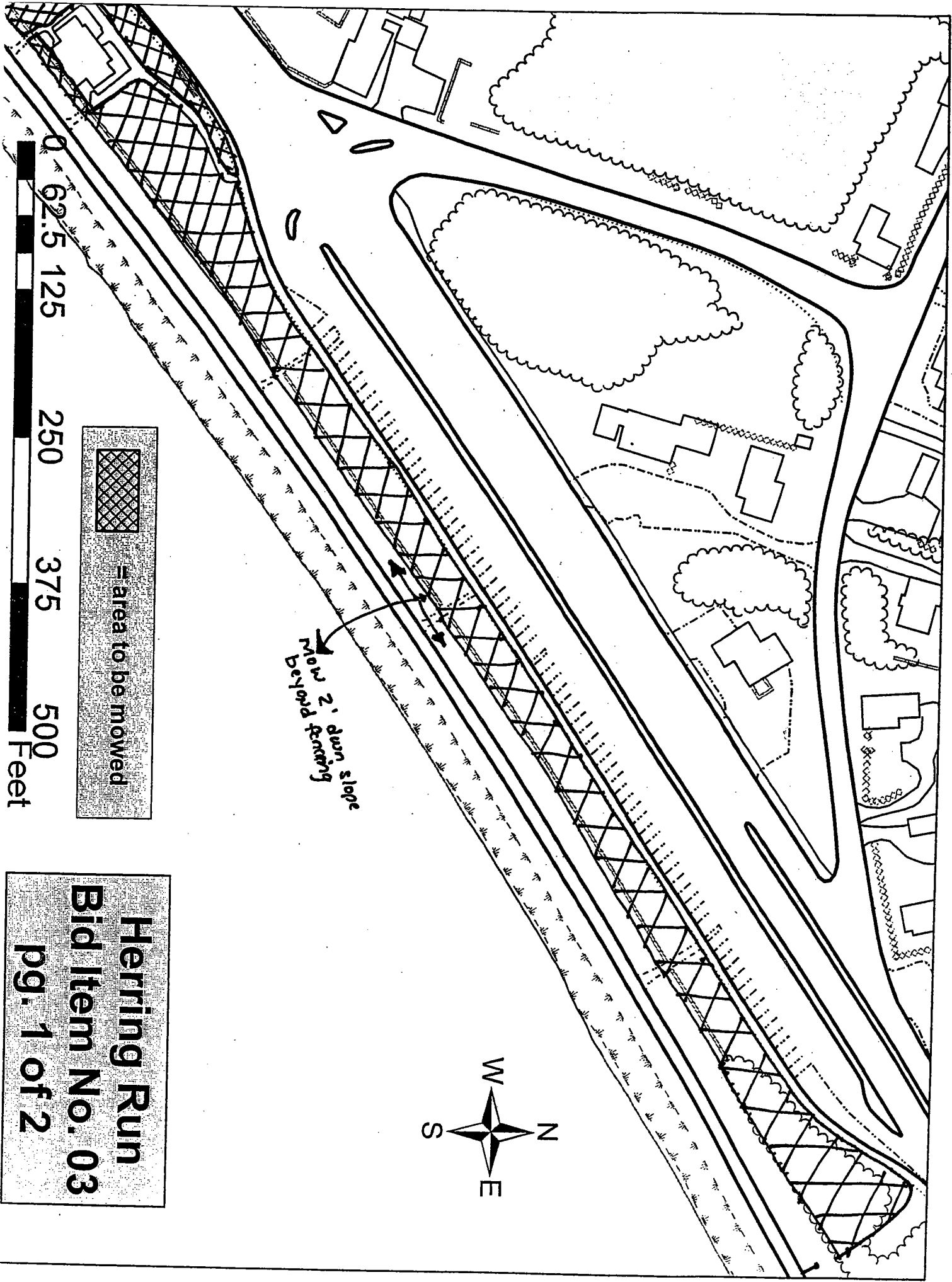
parking lot



= area to be moved



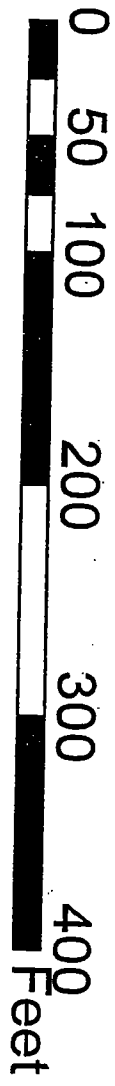
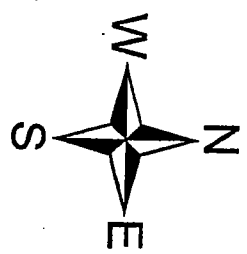
Belmont Rock
Bid item No. 02



Herring Run

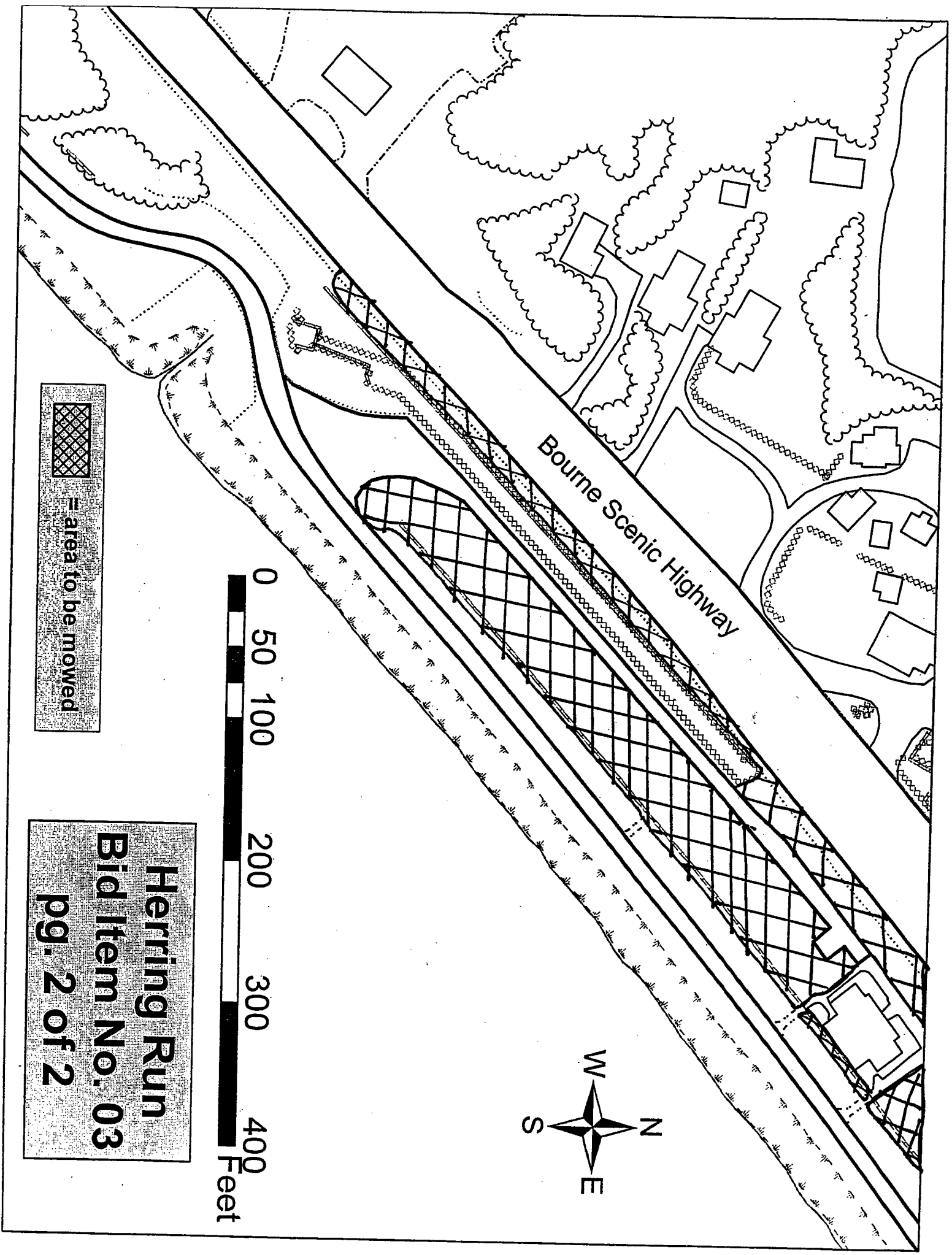
Bid Item No. 03

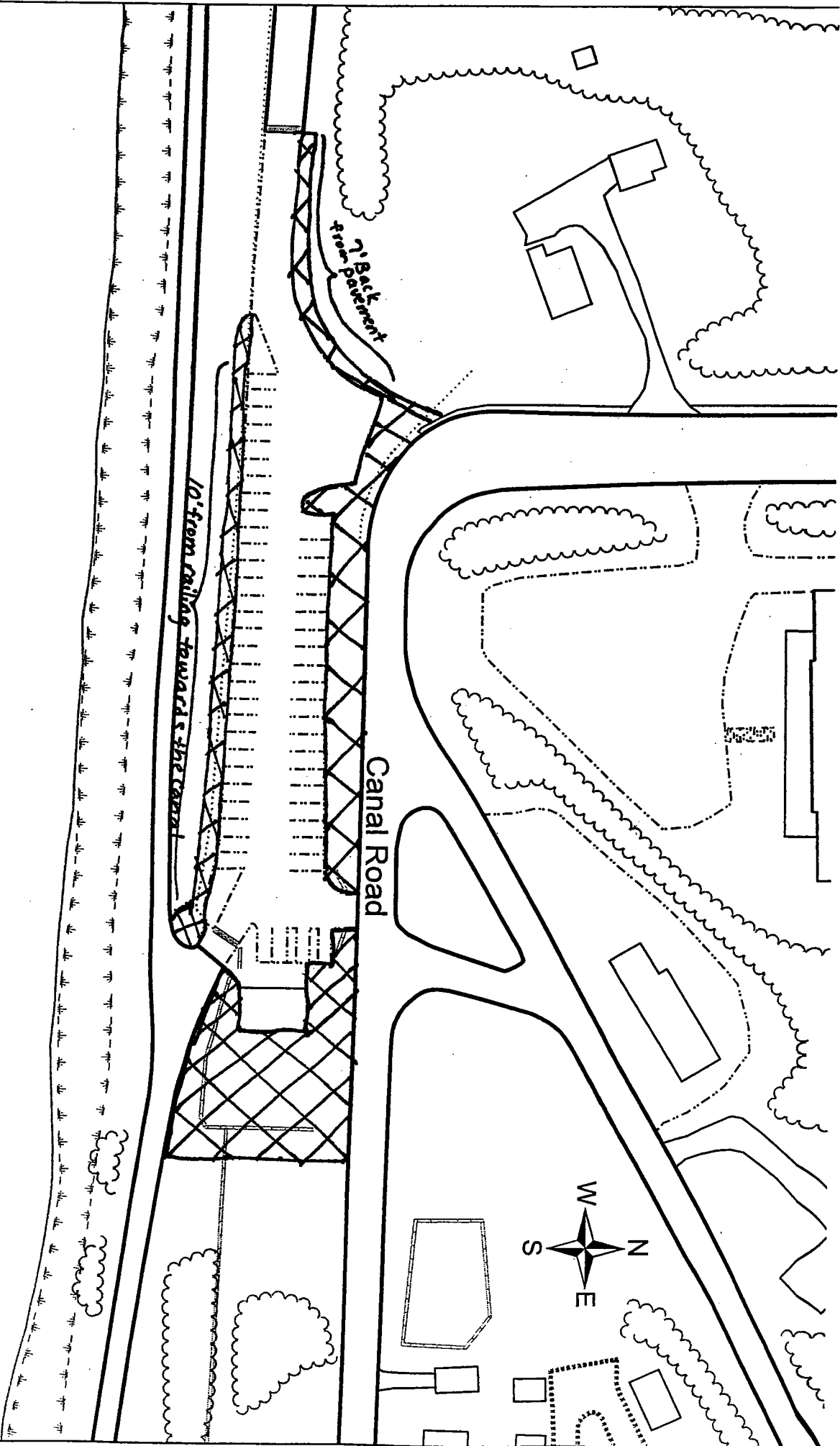
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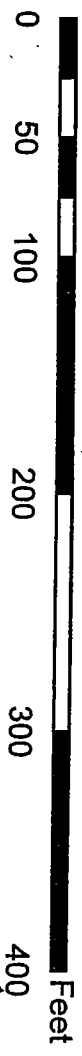
 = area to be moved

Herring Run
Bid Item No. 03
pg. 2 of 2

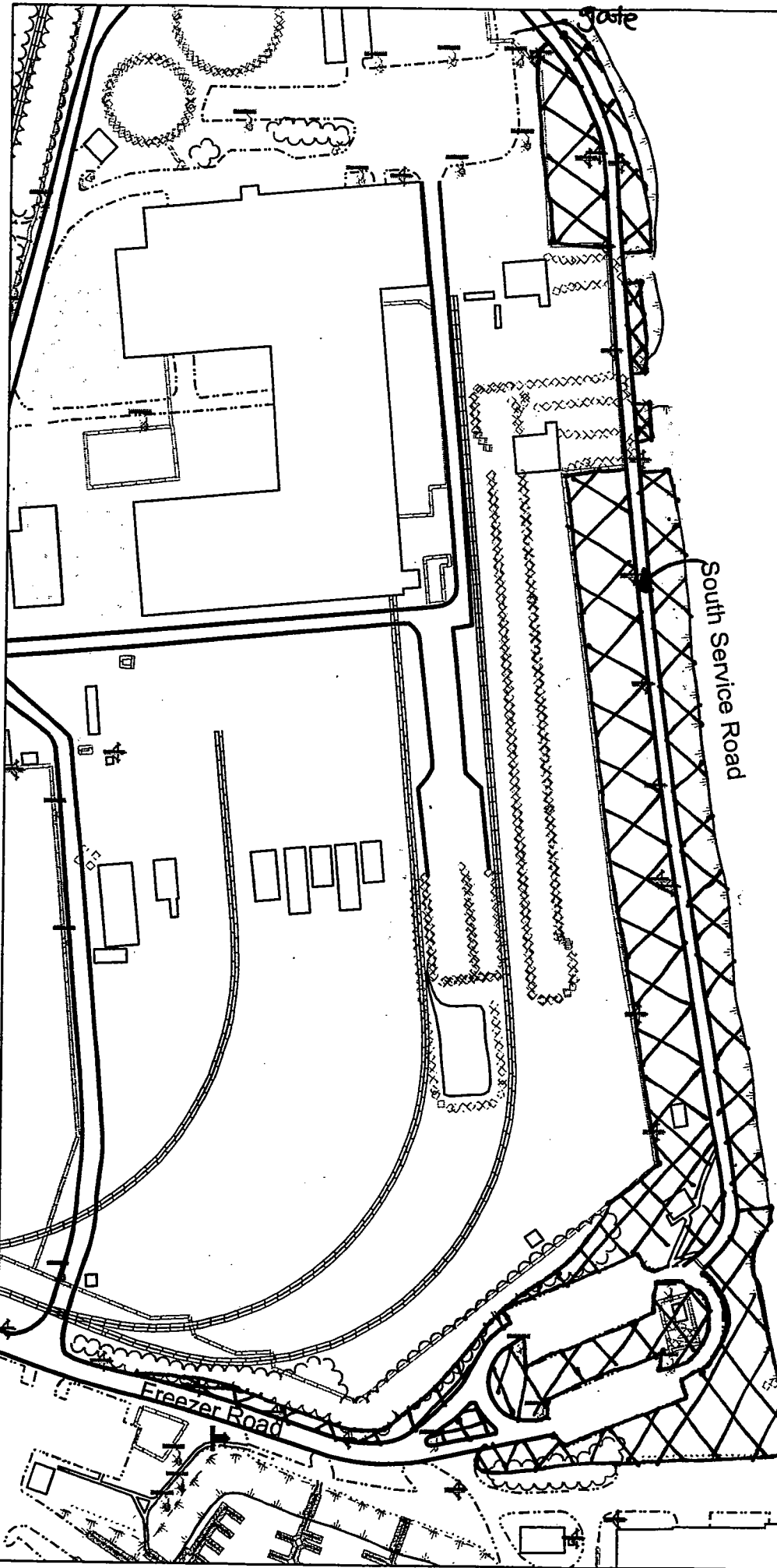
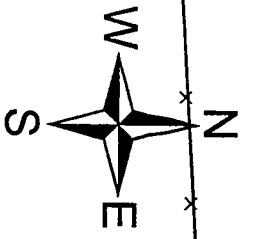




= area to be moved



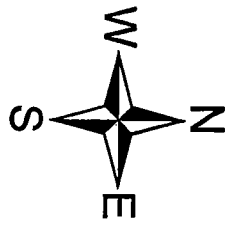
Sagamore
Bid Item No. 04



= area to be moved



Sandwich
Bid Item No. 05



= area to be mowed

0 62.5 125 250

375

500

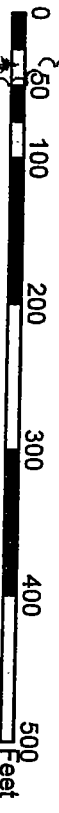
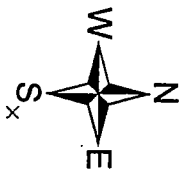
Feet

Ed Moffitt Drive

Freezer Road

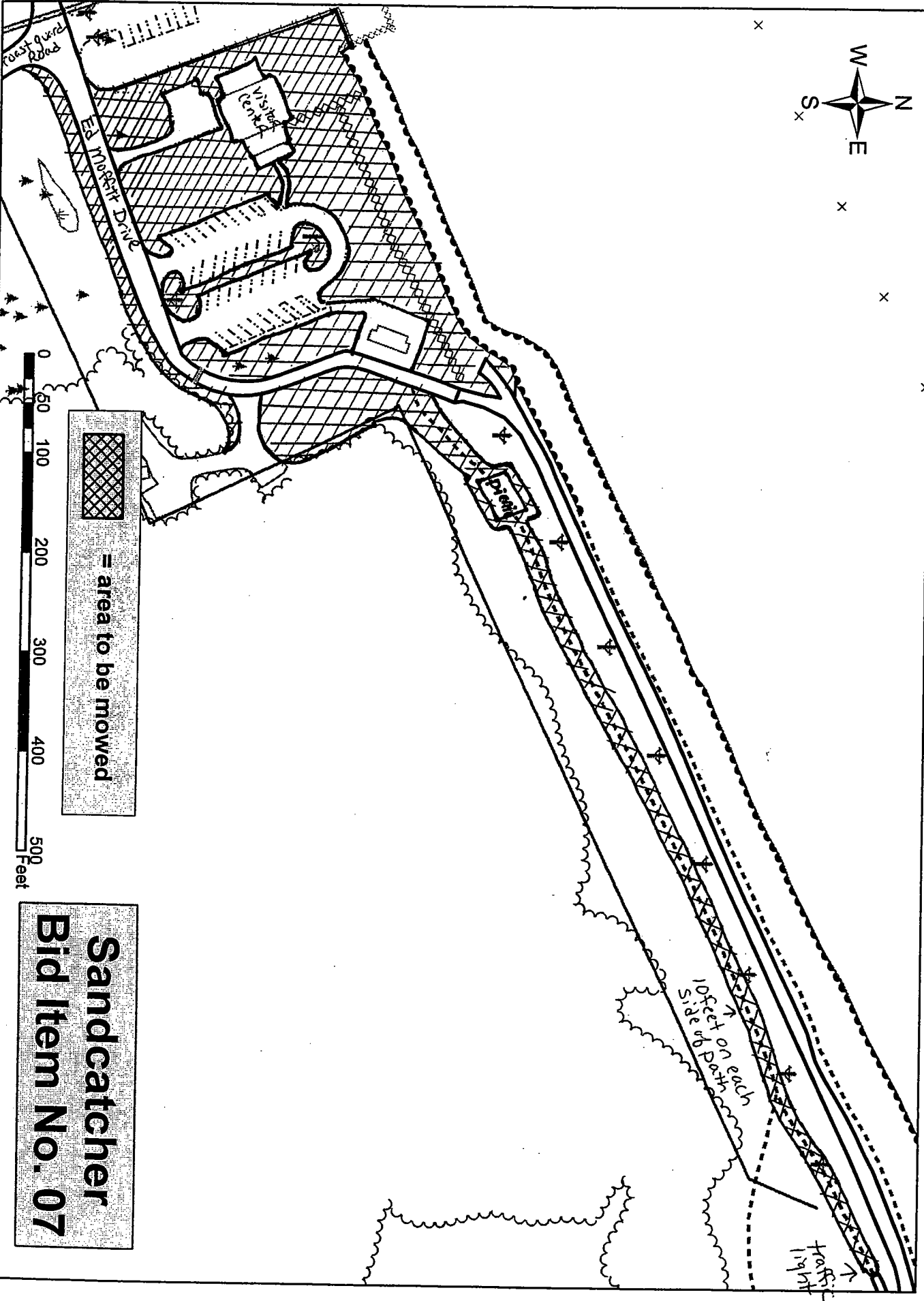
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Lobby

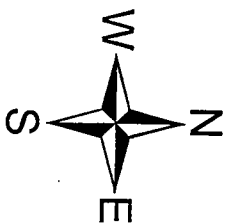
Bulkhead
Bid Item No. 06



 = area to be mowed

Sandcatcher
Bid Item No. 07

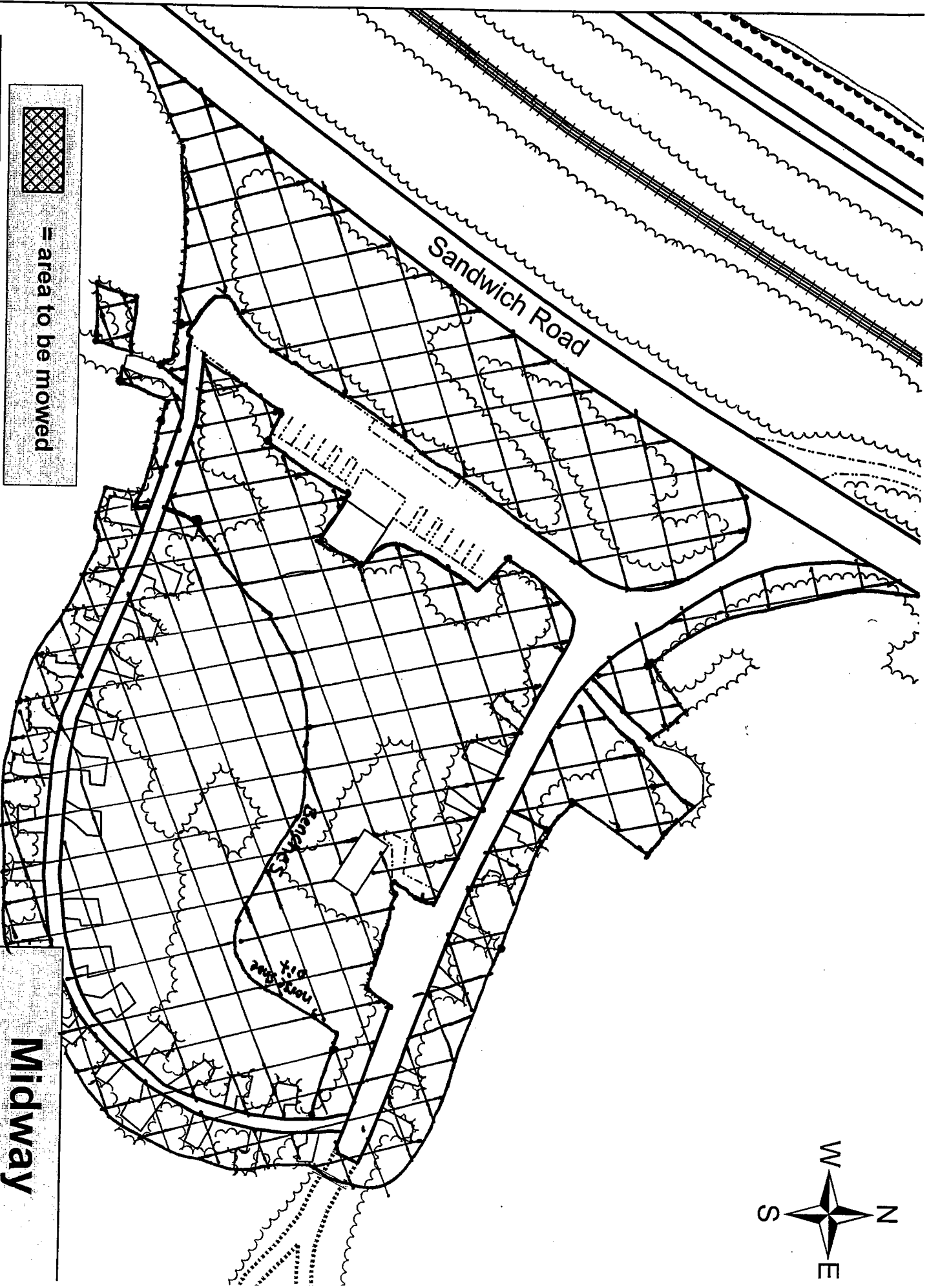
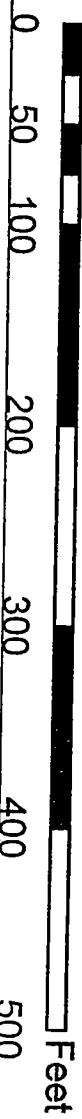




Sandwich Road

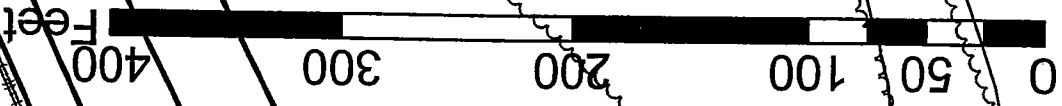


= area to be mowed



Midway
Bid Item No. 08

Bourne South
Bid Item No. 09

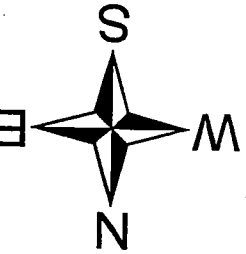



Sandwich Road

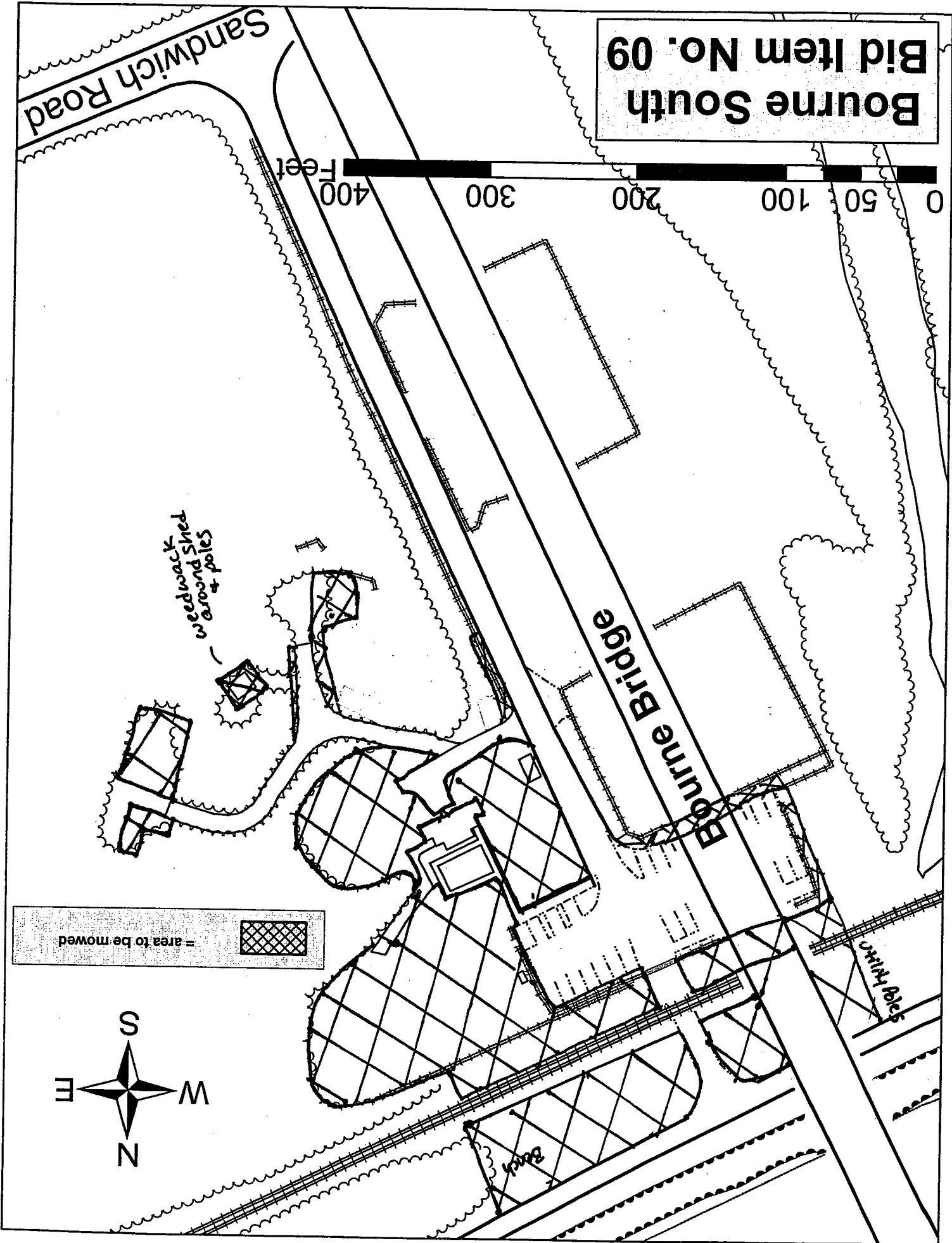
weedwack shed
w/ around shed
& poles

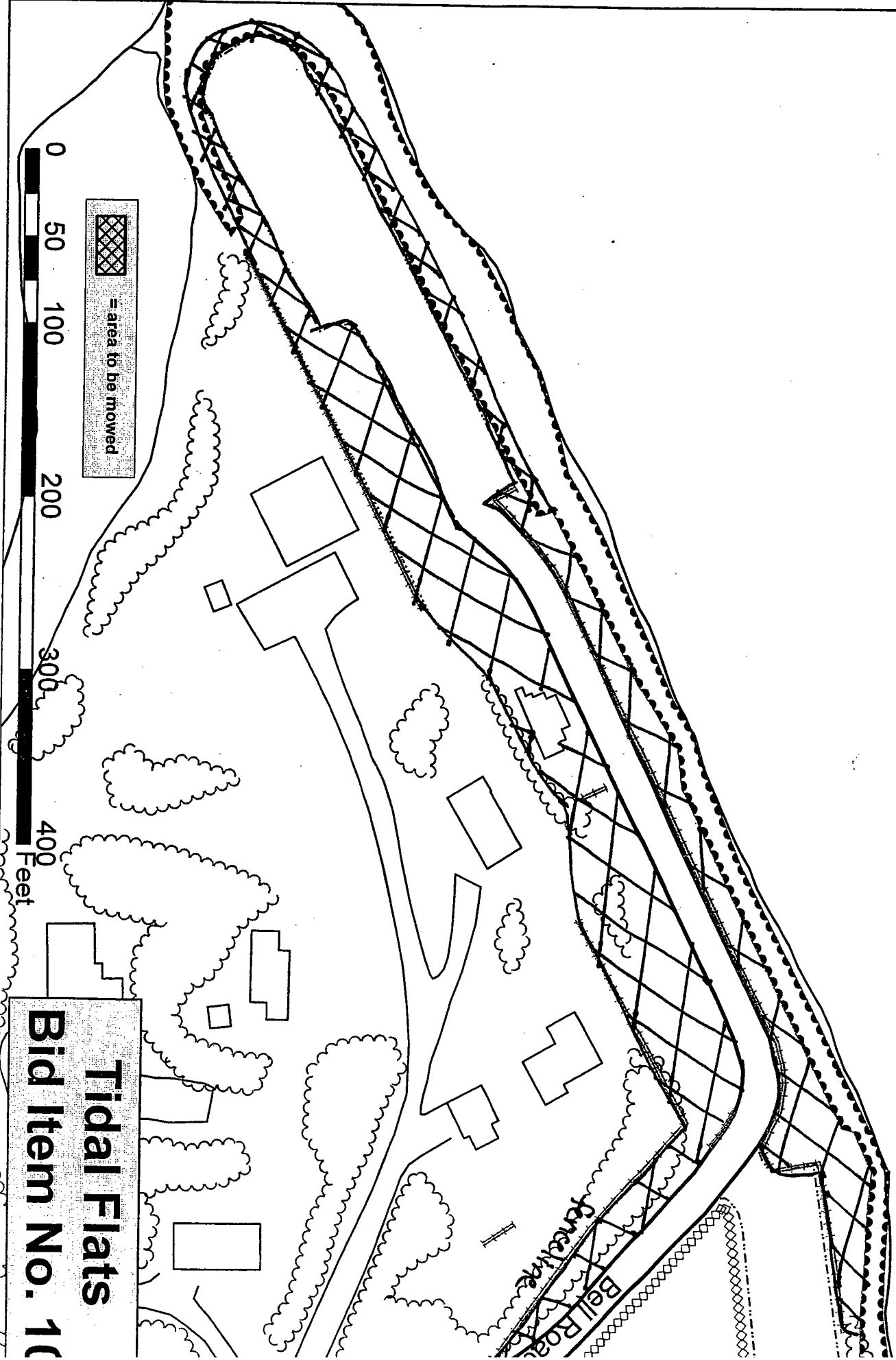
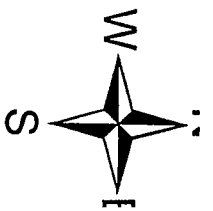
Bourne Bridge

Highway



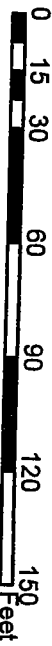
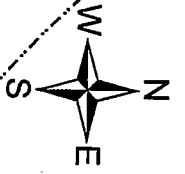
 = area to be moved





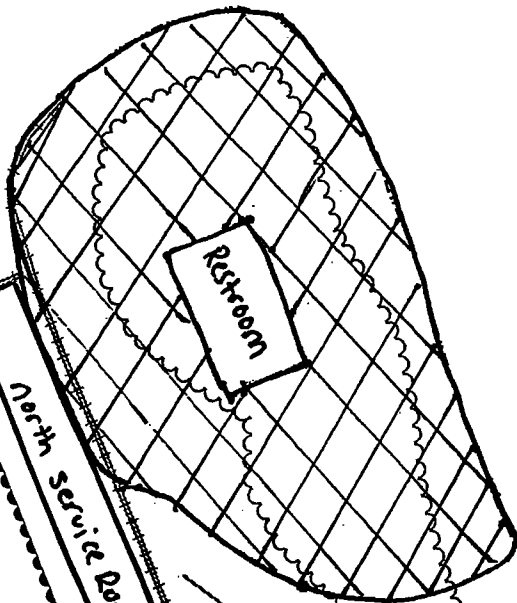
Tidal Flats

Bid Item No. 10



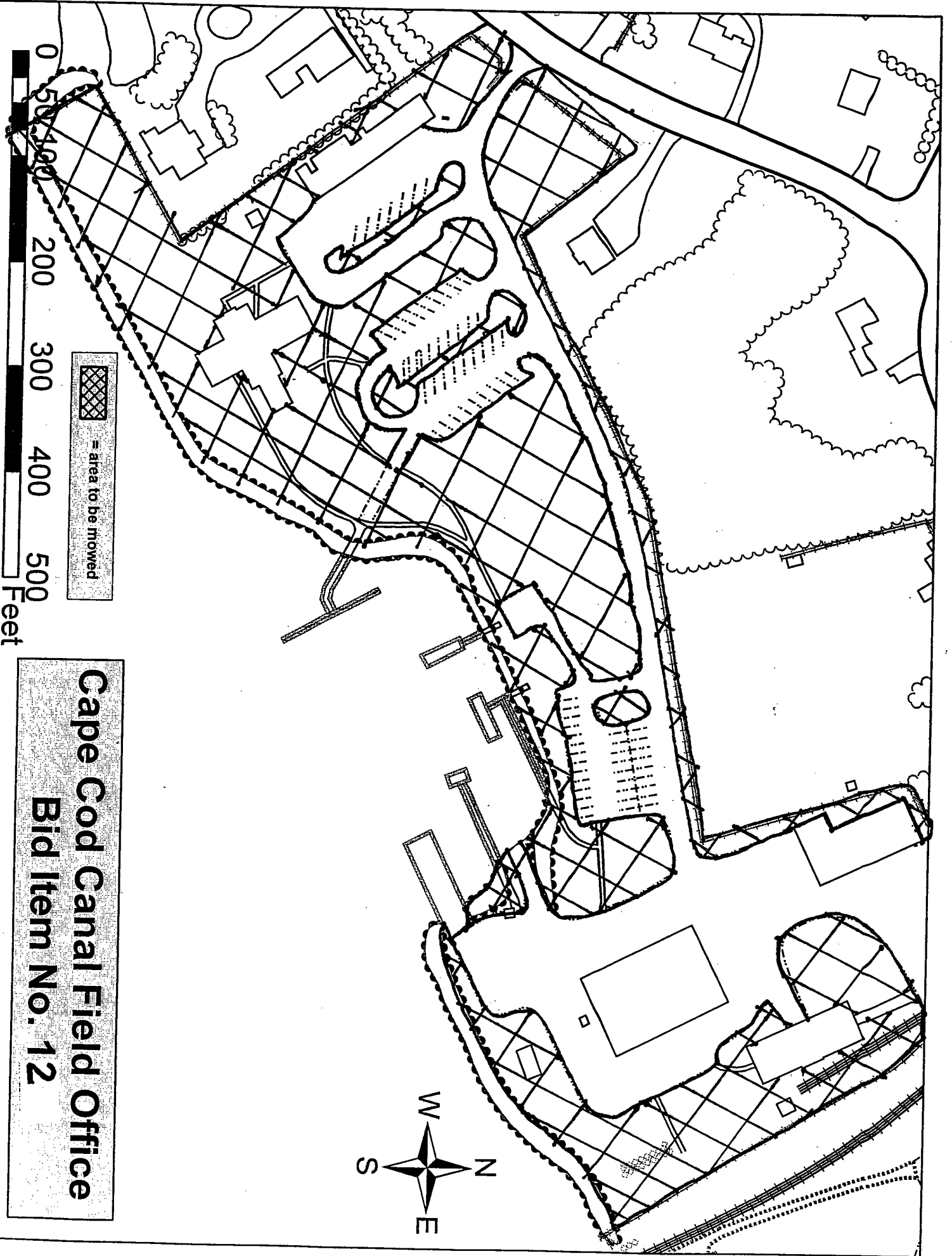
= area to be moved

**Buzzards Bay
Bid Item No. 11**

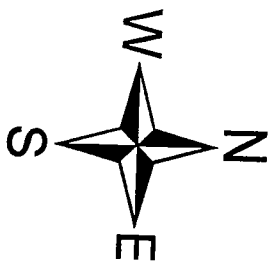


North Service Road

Restroom



Cape Cod Canal Field Office
Bid Item No. 12

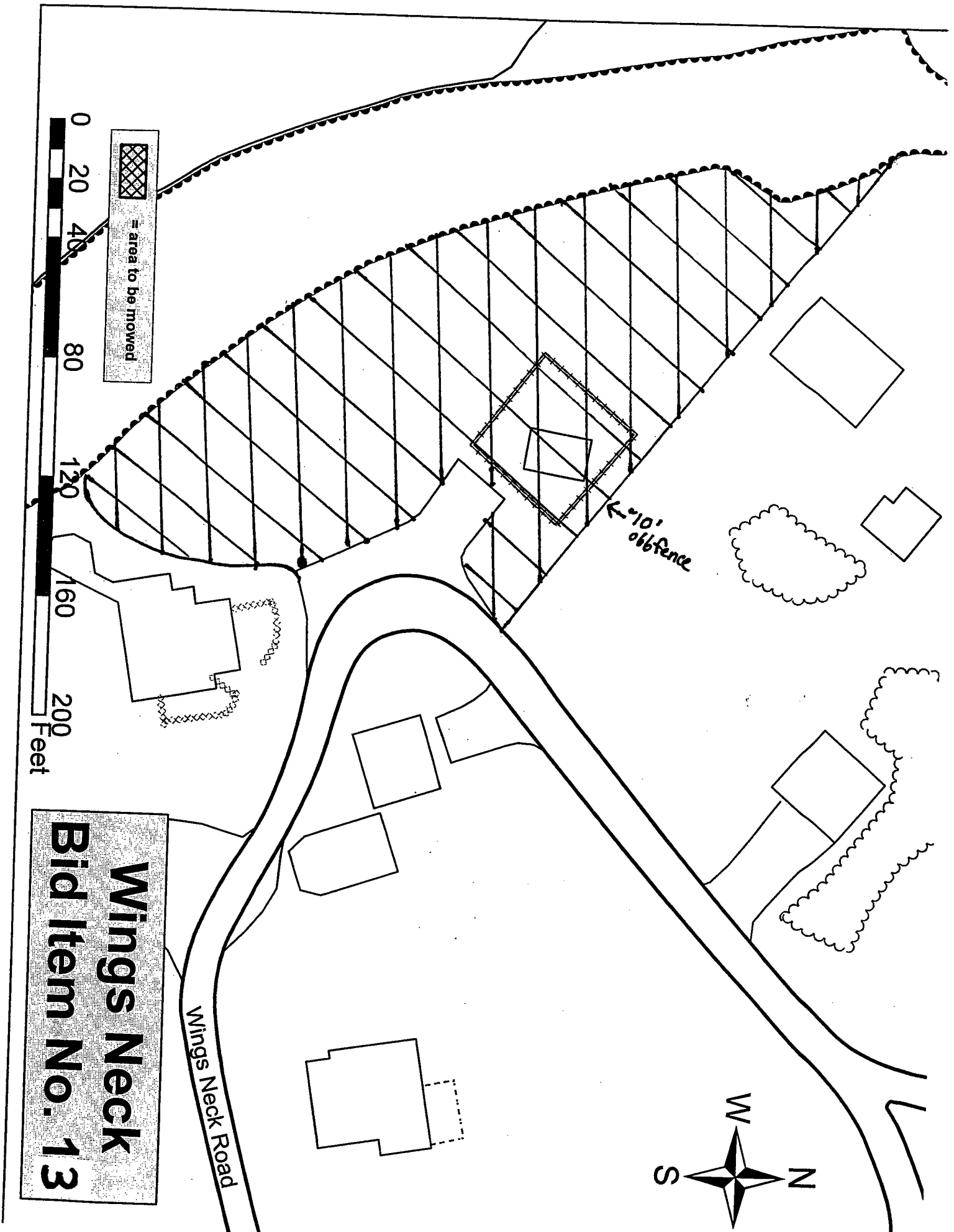


 = area to be mowed

← "10' offset fence

Wings Neck Road

Wings Neck
Bid Item No. 13



Bourne
Unimproved Areas
Bid Item No. 14

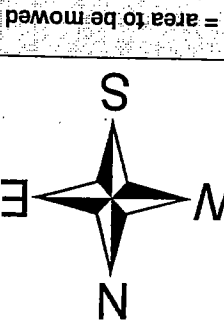
0 50 100 200 300 400 Feet

3' beyond
fencing

← 20' Off road

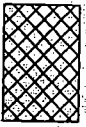
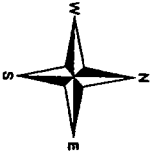
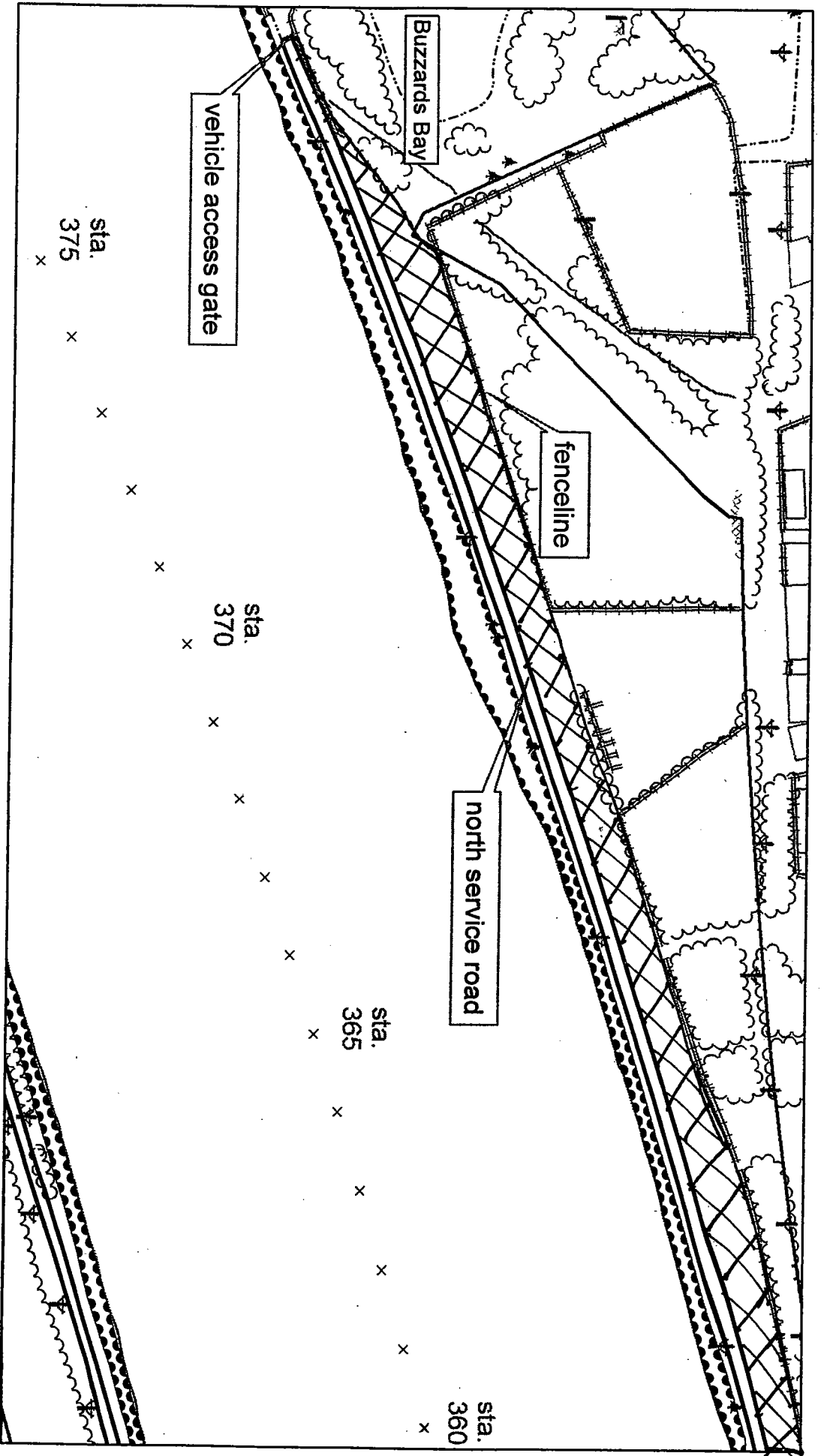
Bourne Bridge

Sandwich Road



= area to be mowed





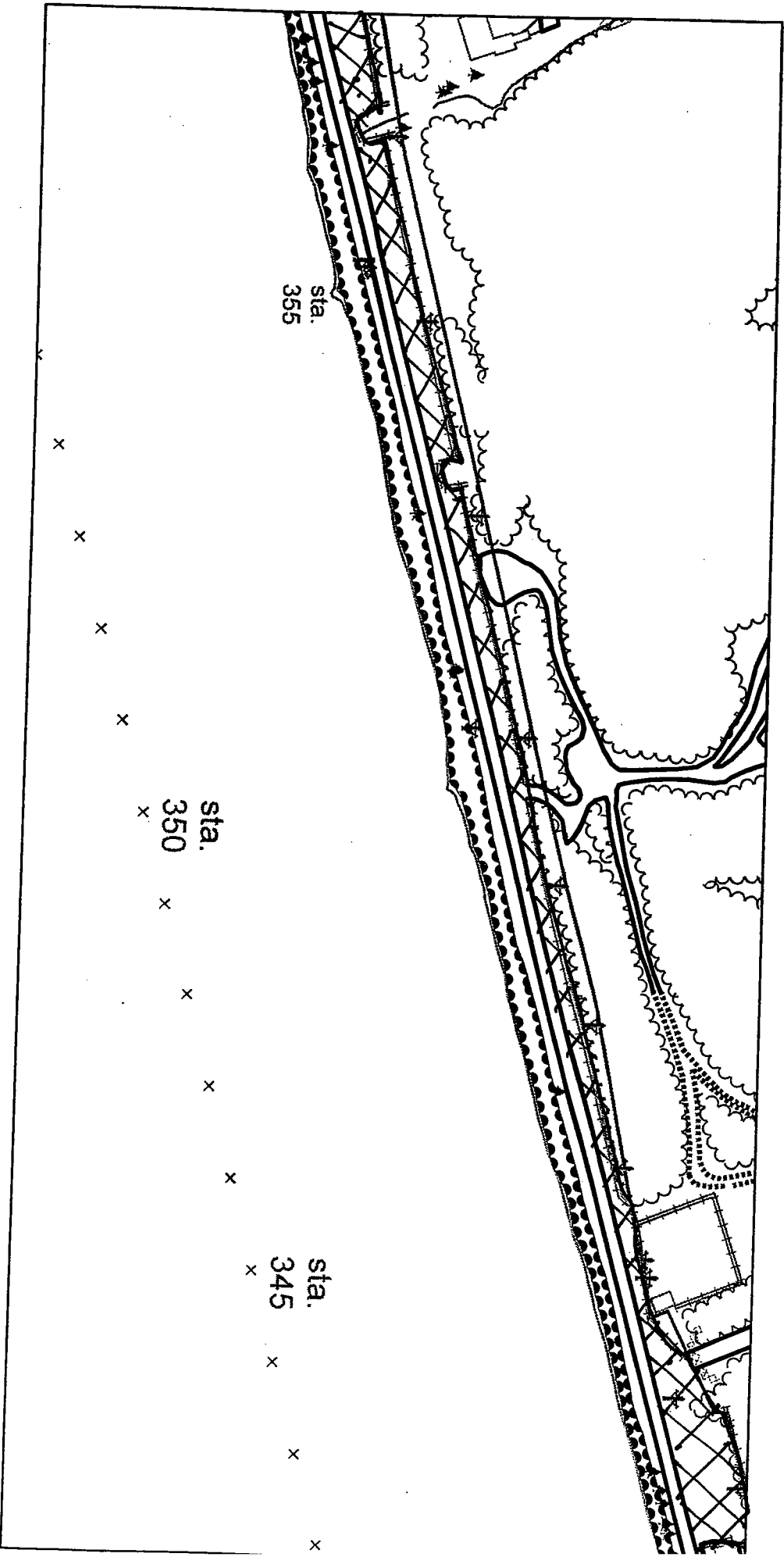
= area to be mowed
(grass area between north service road and fenceline)

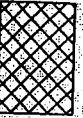


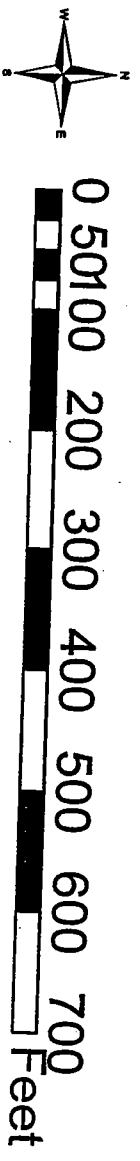
Mow Field A

1 of 3

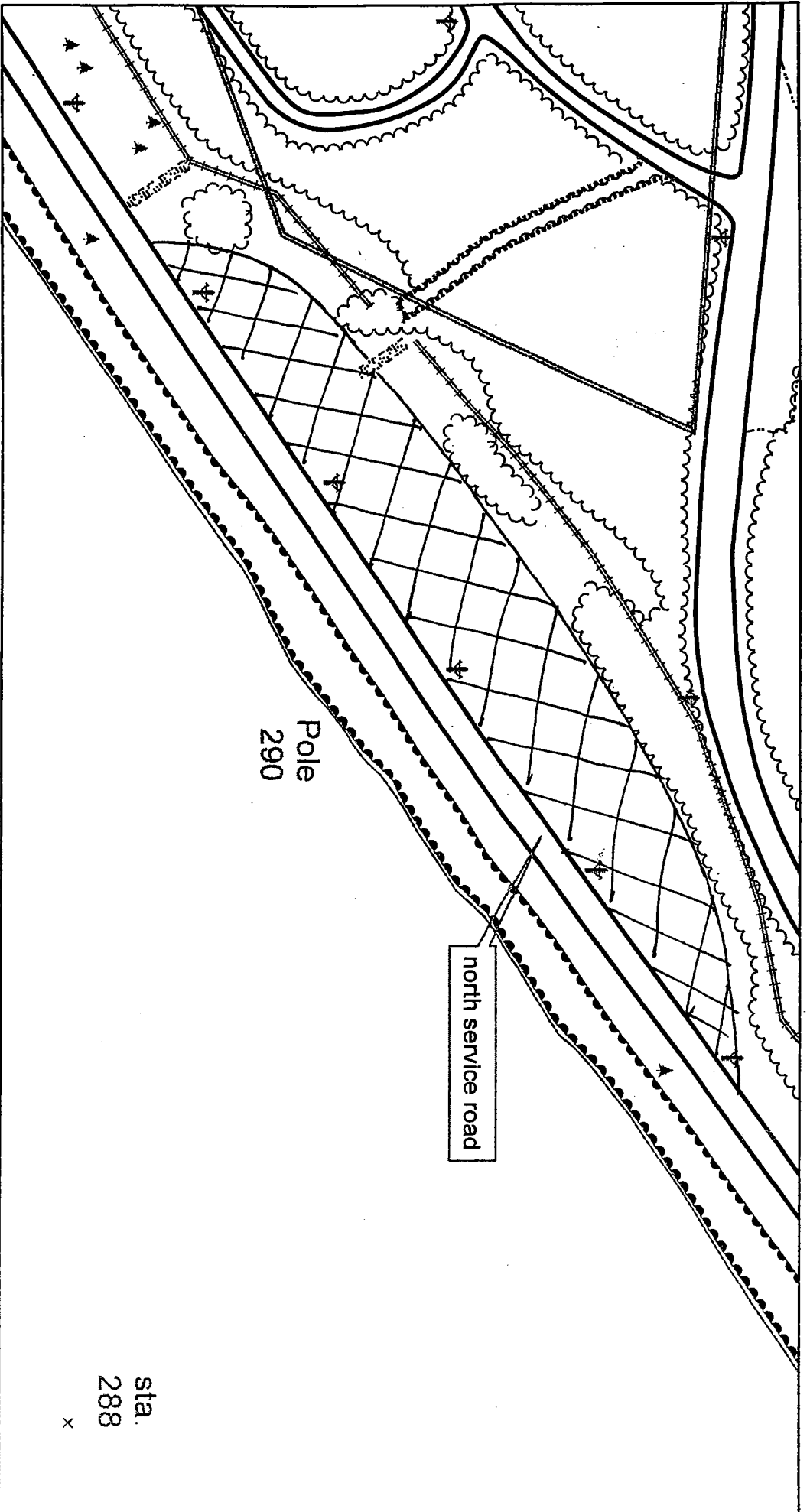
Bid Item No. 15



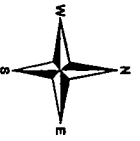
 = area to be moved
 (grass area between north service road and fence line)



Mow Field A
2 of 3
Bid Item No. 15

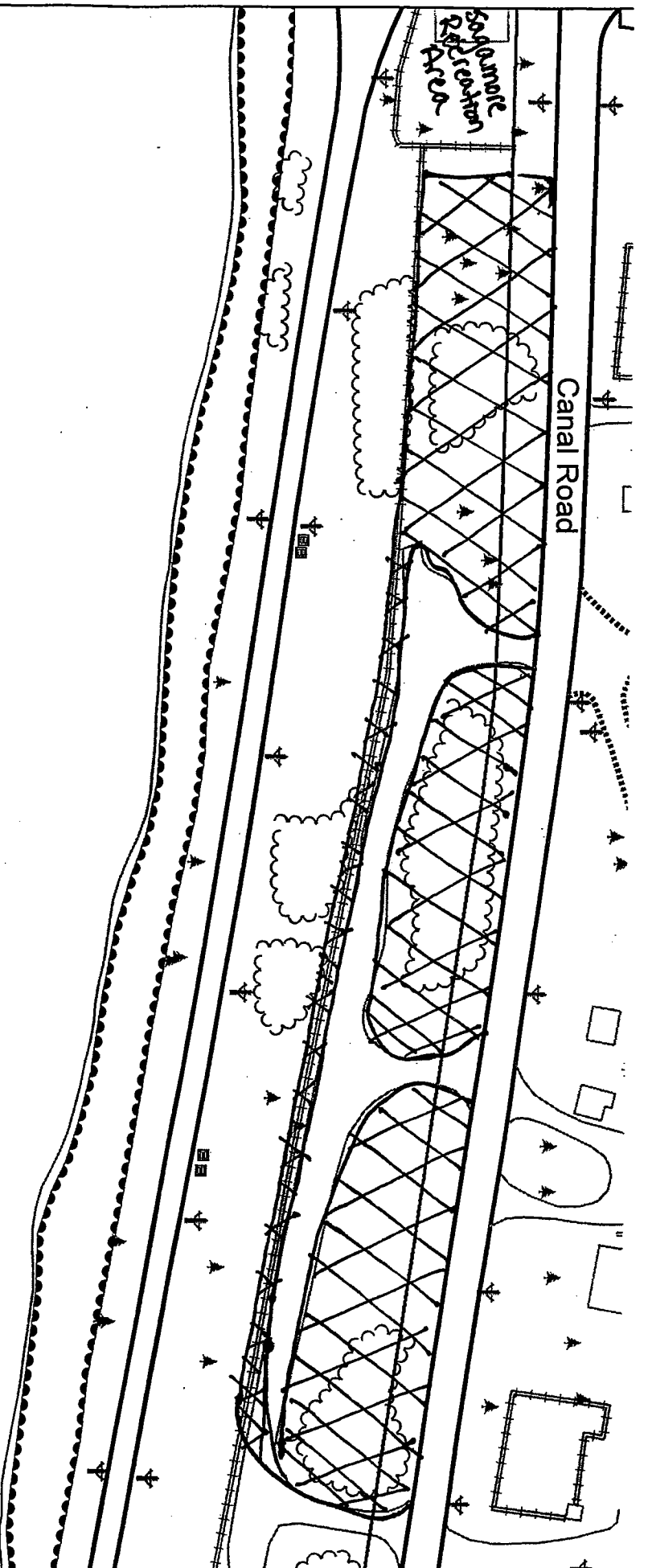


= area to be moved
(grass area between north service road and uphill
slope between station 292 and 288 north)



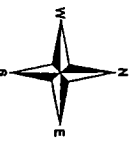
0 25 50 100 150 200 250 300 350
Feet

Mow Field B
Bid Item No. 16

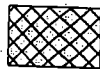
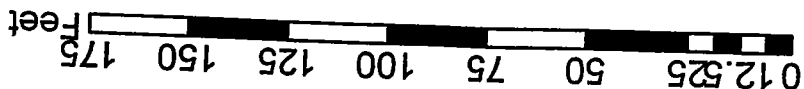


= areato be mowed
(to include grass along fence line to slope of shrubline)

Mow Field C
Bid Item No. 17



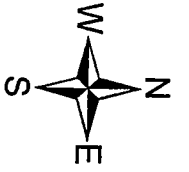
0 2550 100 150 200 250 300 350
Feet



= area to be mowed
(to include grass from station 135 to pole 140
from the service road south to the caution sign)

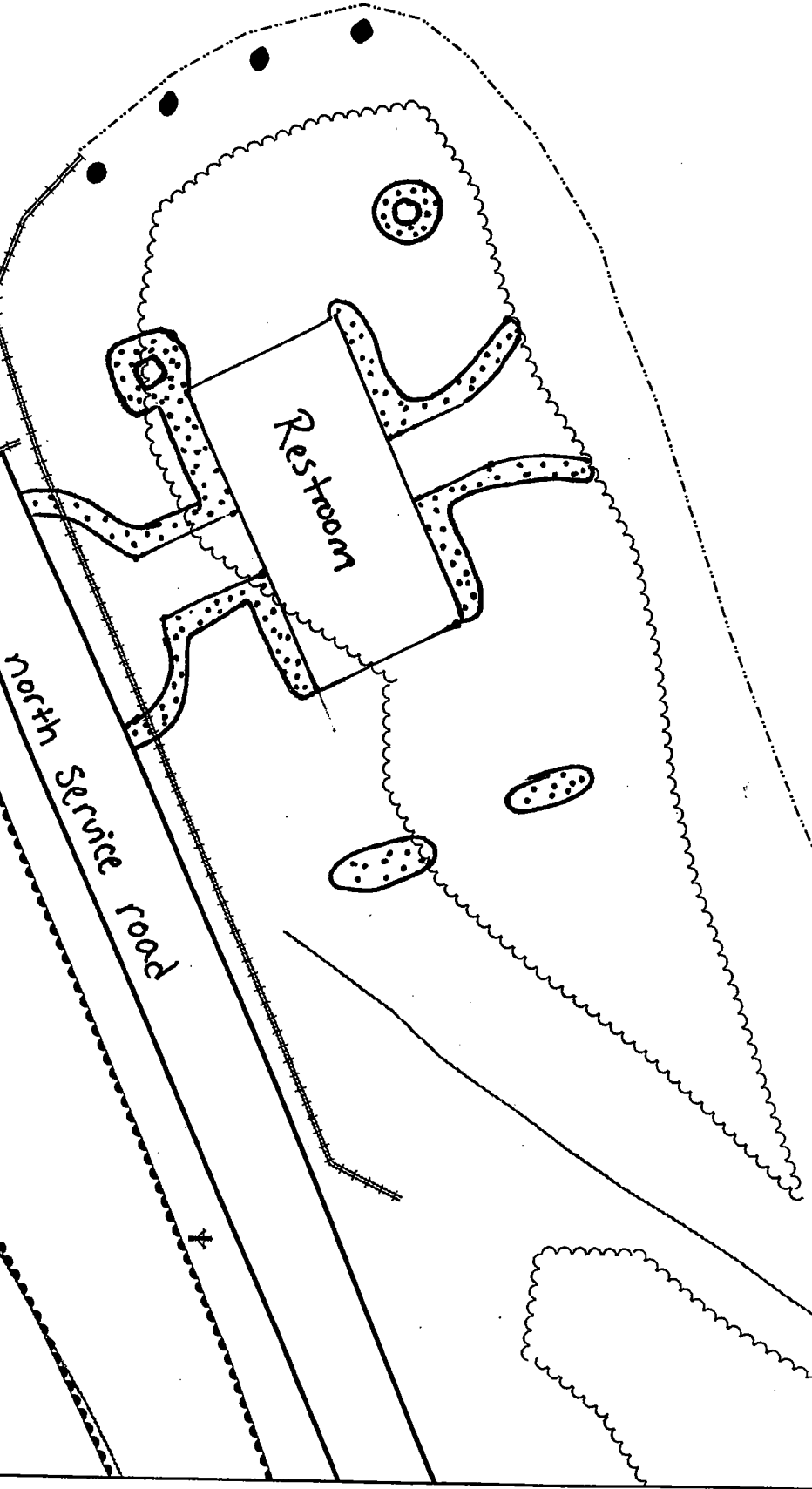
Mow Field D
Bid Item No. 18





-  = shrub bed
-  = tree rings; weed/mulch

Landscape Buzzards Bay Bid Item No. 19

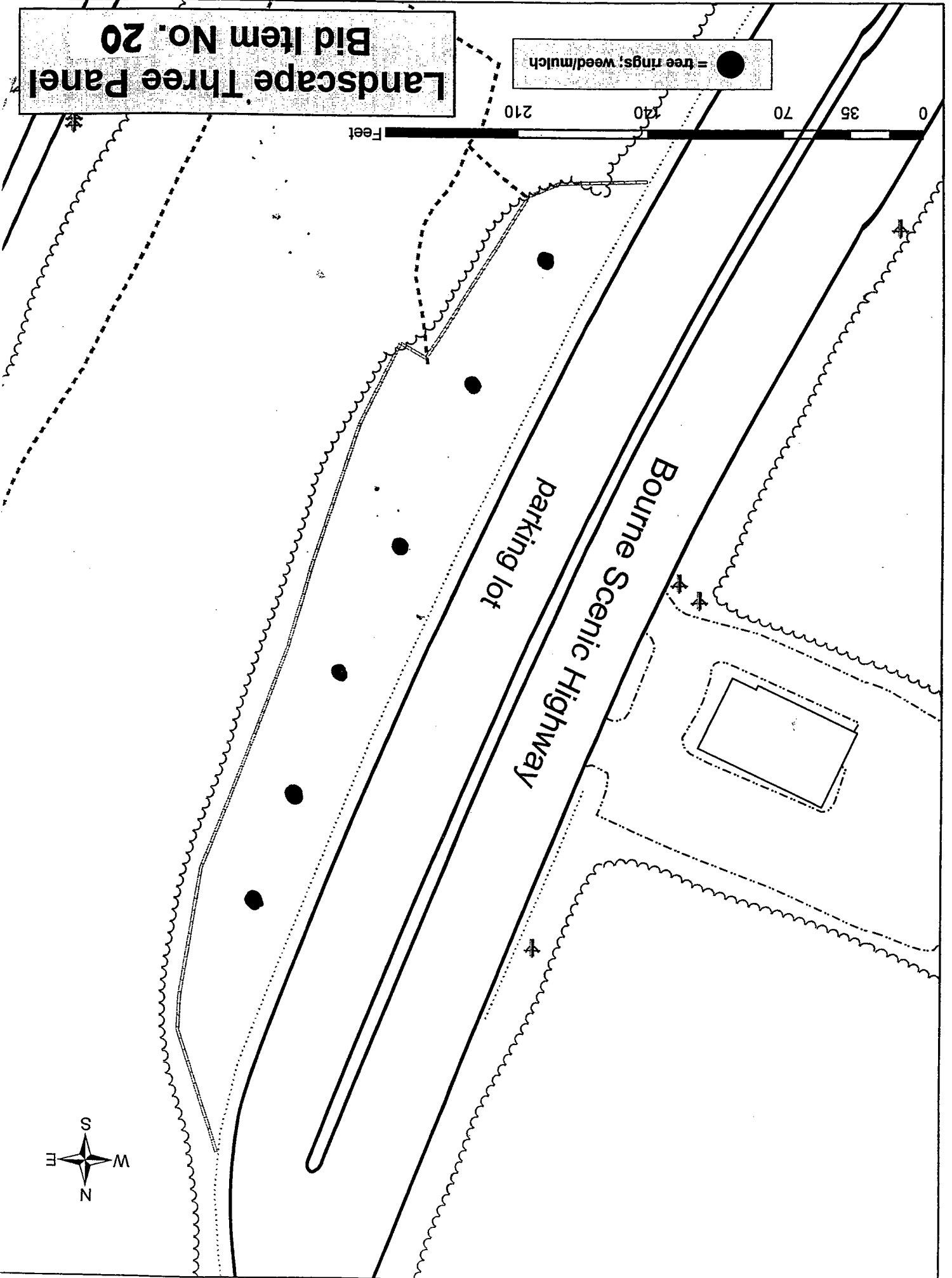
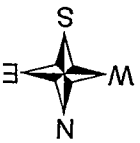


**Landscape Three Panel
Bid Item No. 20**

● = tree rings; weed/mulch




0 35 70 140 210 Feet

Bourne Scenic Highway
parking lot



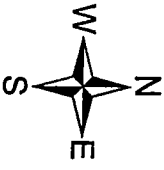
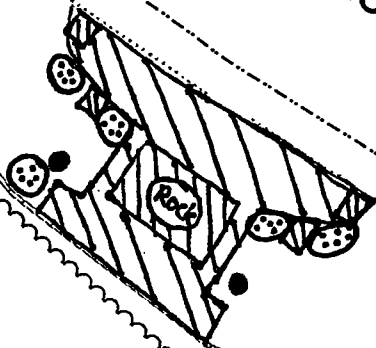
Bourne Scenic Highway

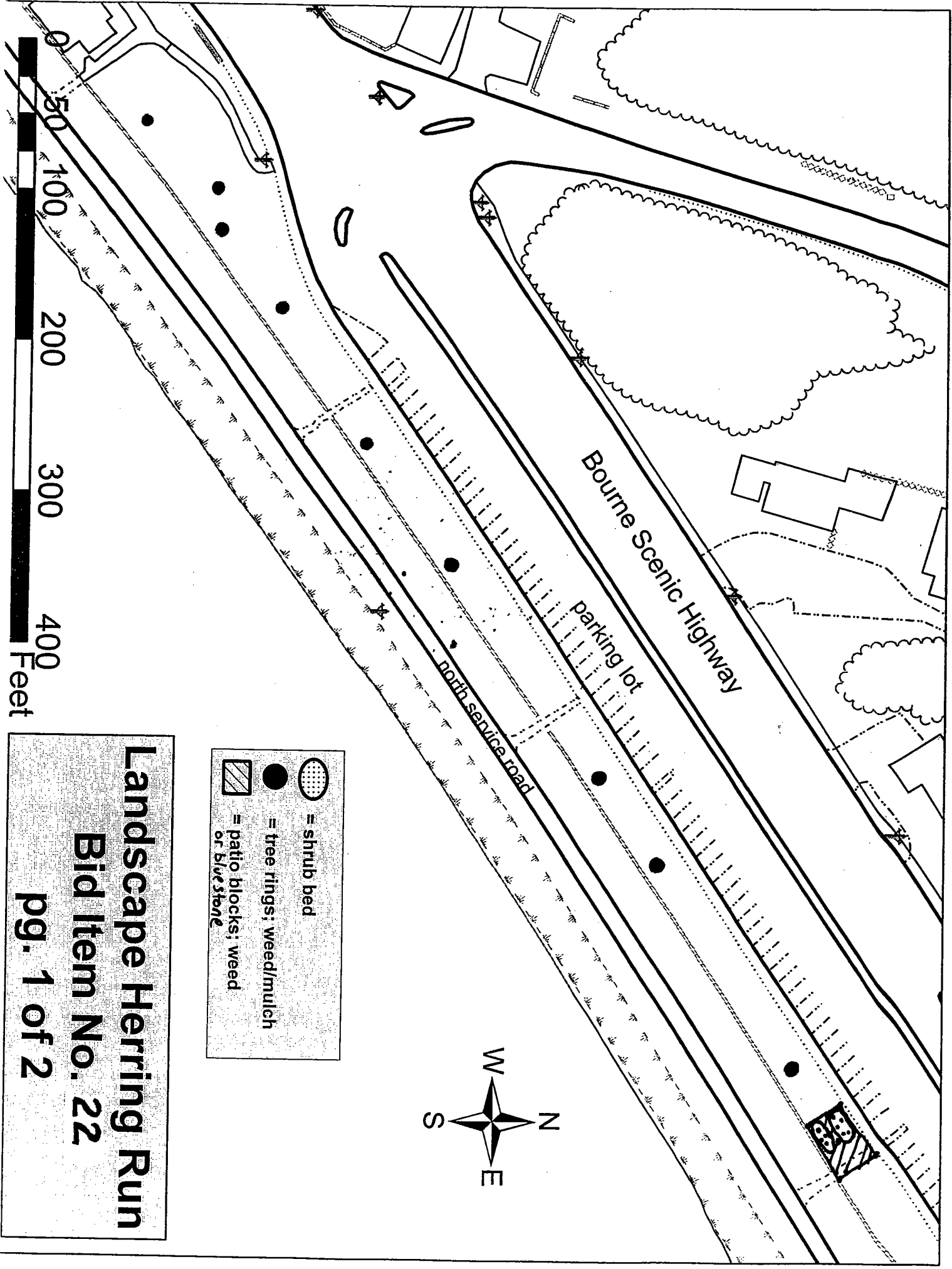
parking lot




-  = shrub bed
-  = tree rings; weed/mulch
-  = patio blocks; weed or stones



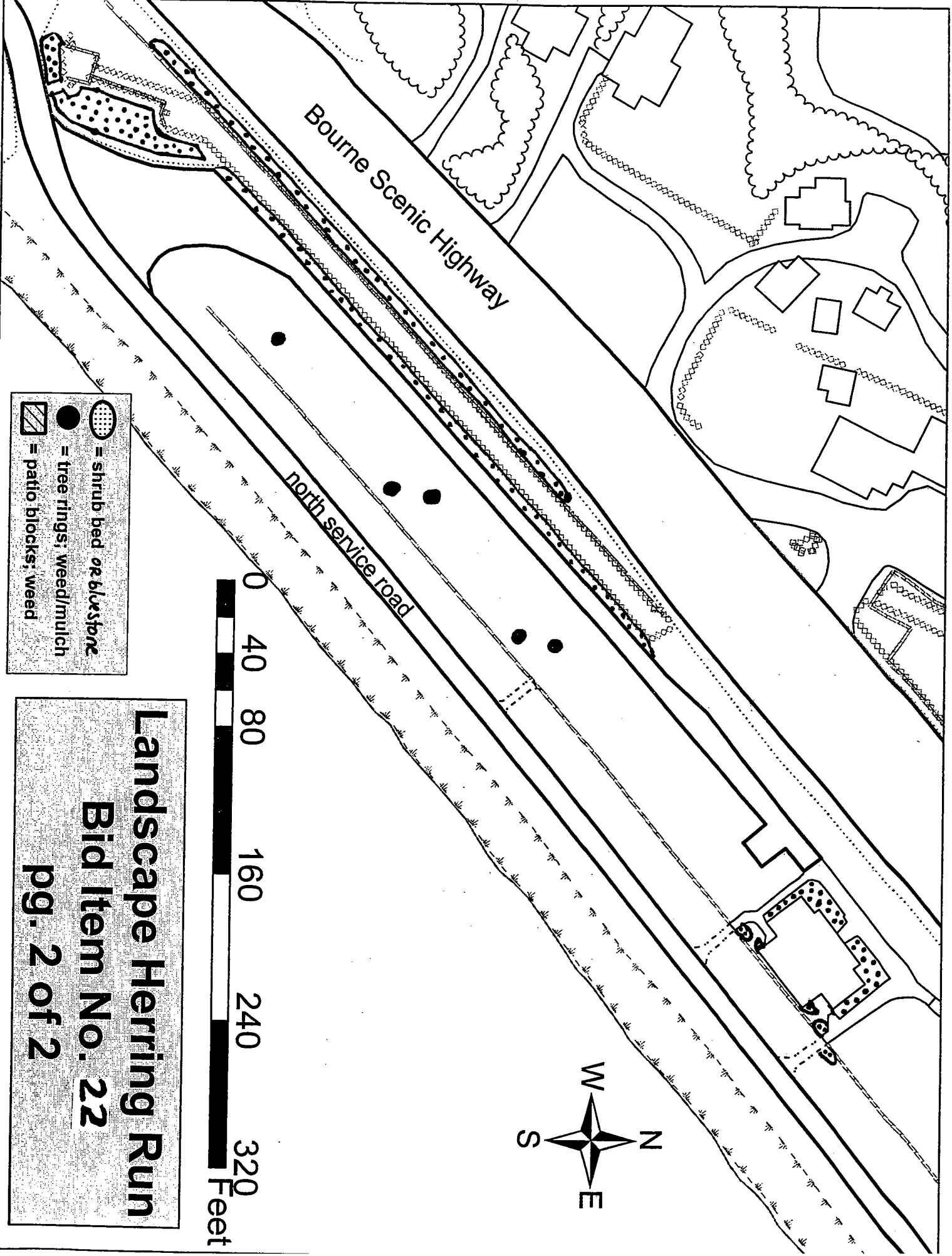
Landscape Belmont Rock
Bid Item No. 21





-  = shrub bed
-  = tree rings; weed/mulch
-  = patio blocks; weed or bluestone

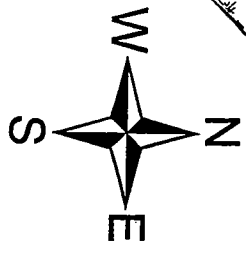
Landscape Herring Run
Bid Item No. 22
pg. 1 of 2

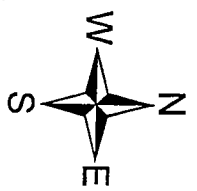


- = shrub bed or blue stone
- = tree rings, weed/mulch
- = patio blocks, weed

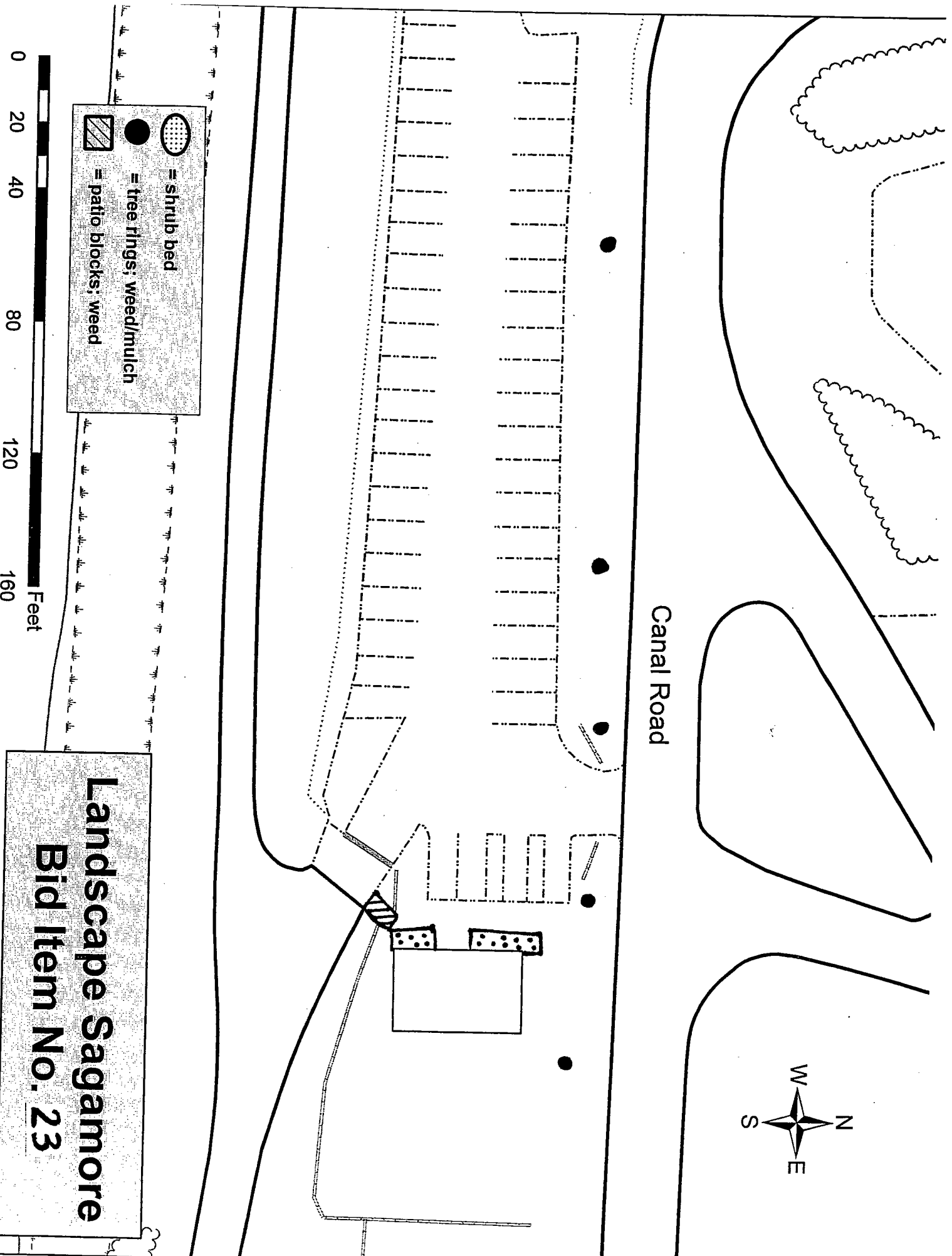
Landscape Herring Run
Bid Item No. 22
pg. 2 of 2

0 40 80 160 240 320
Feet

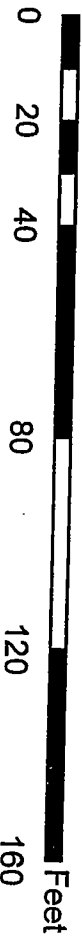




Canal Road

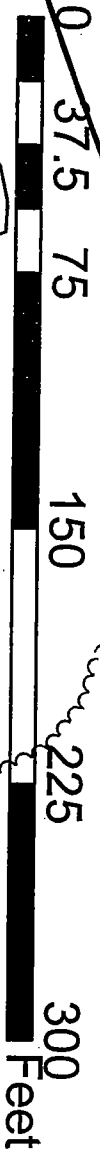
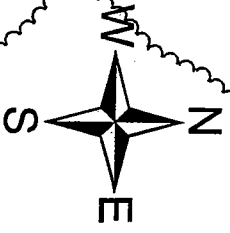


	= shrub bed
	= tree rings; weed/mulch
	= patio blocks; weed

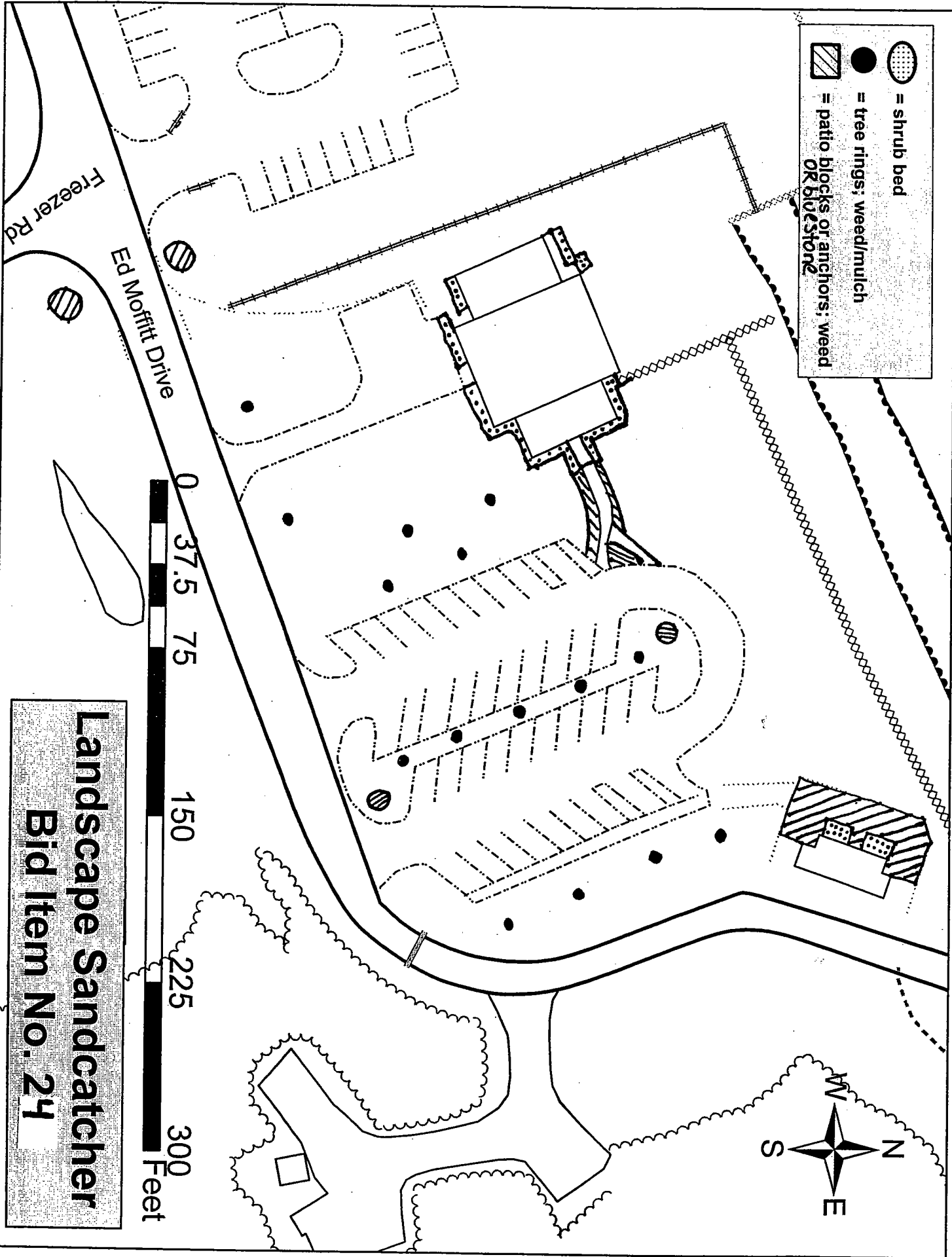


Landscape Sagamore
Bid Item No. 23

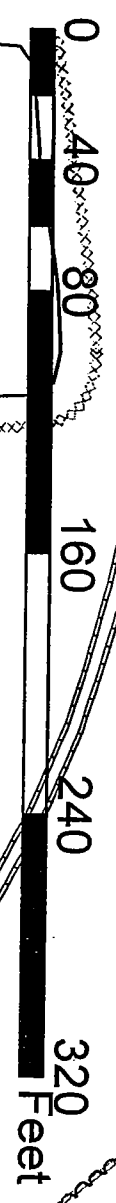
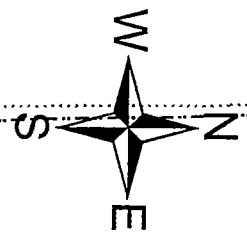
-  = shrub bed
-  = tree rings; weed/mulch
-  = patio blocks or anchors; weed OR biostone







Landscape Sandcatcher
Bid Item No. 24



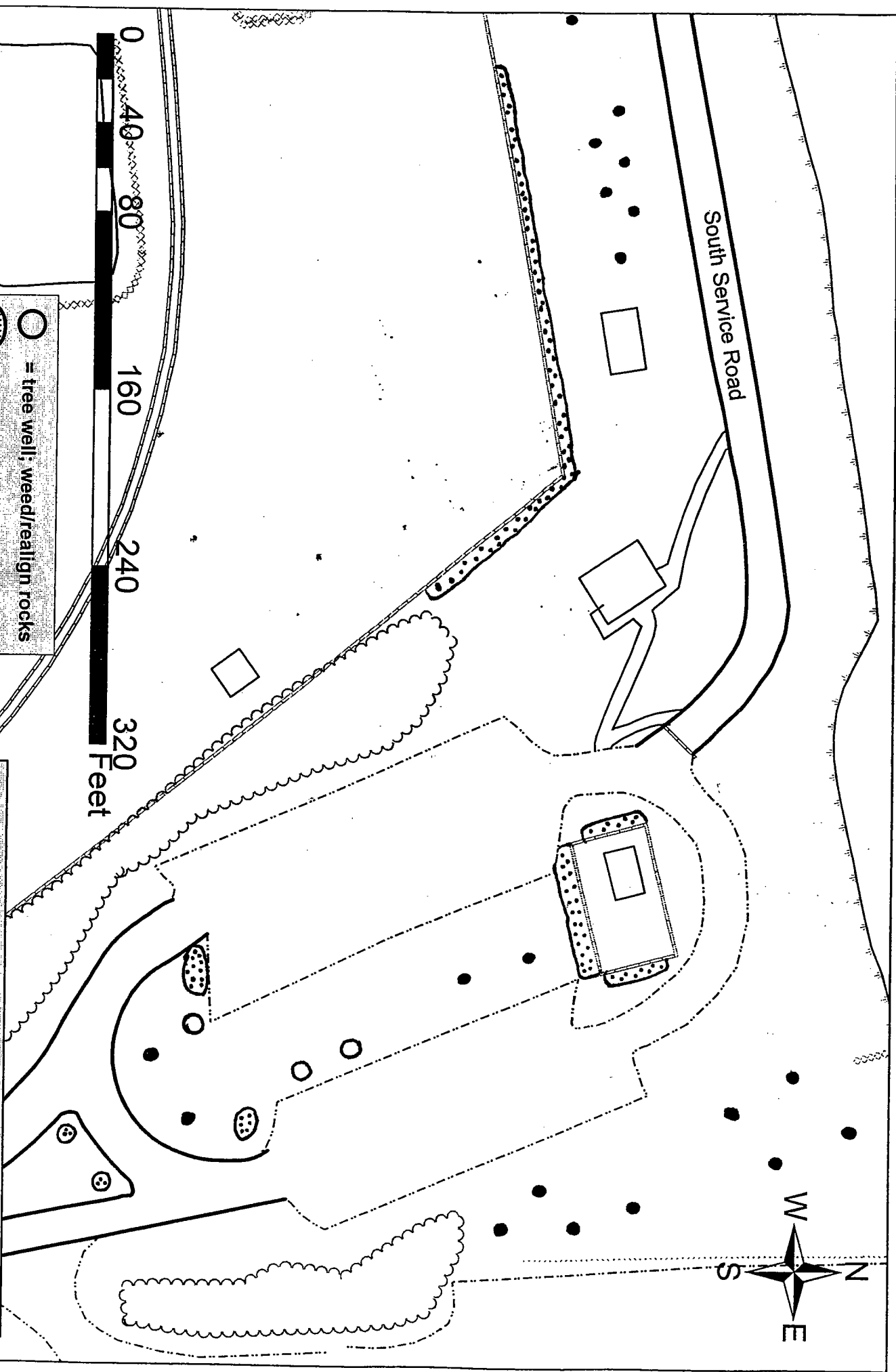
South Service Road



-  = tree well; weed/realign rocks
-  = shrub bed
-  = tree rings; weed/mulch
-  = patio blocks; weed

Landscape Sandwich

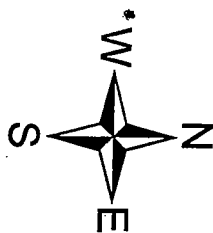
Bid Item No. 25



Sandwich Road







	= shrub bed
	= tree rings; weed/mulch
	= patio blocks; weed obstruction



Landscape Midway
Bid Item No. 26

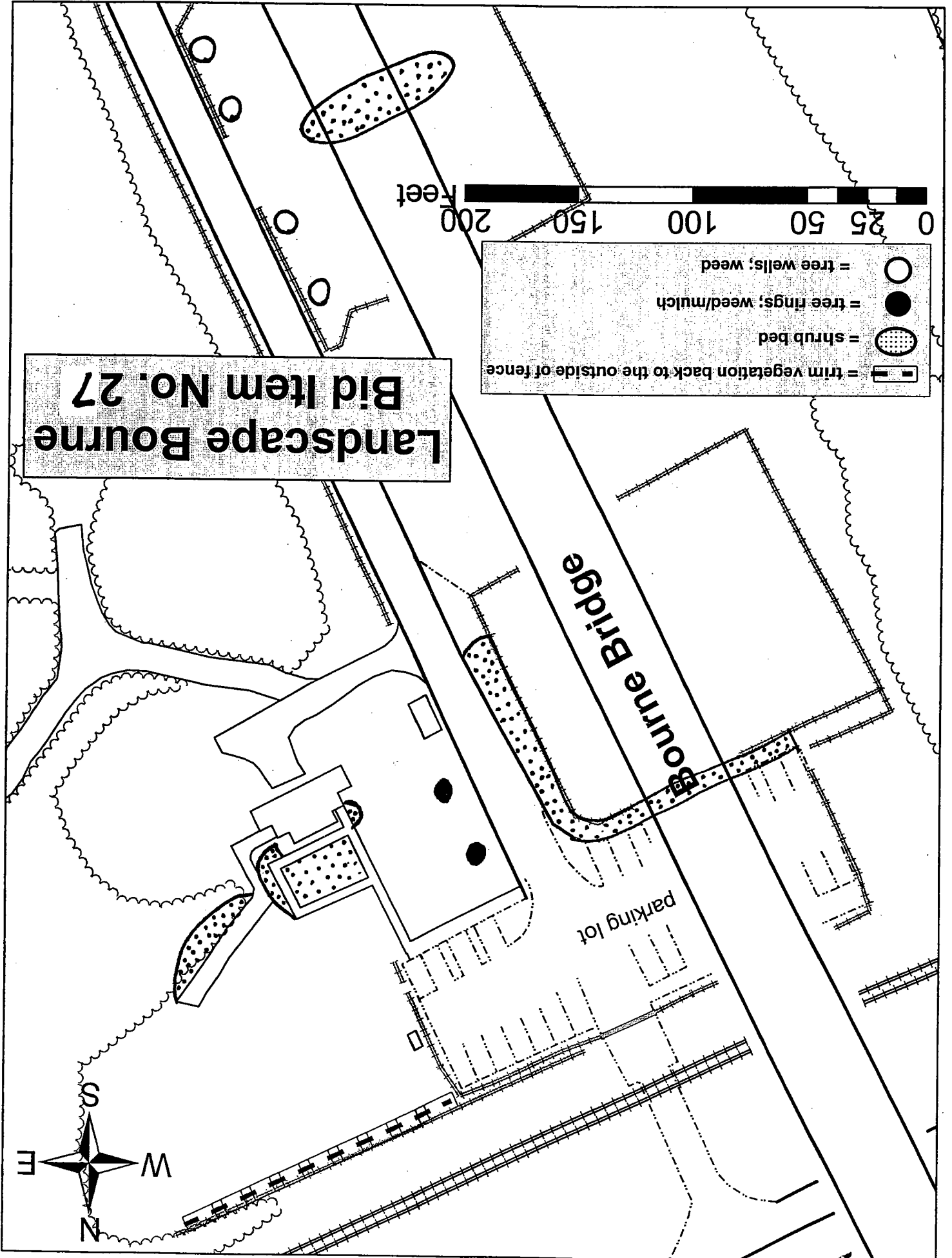
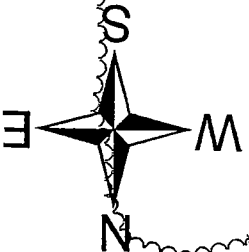
Landscape Bourne Bid Item No. 27

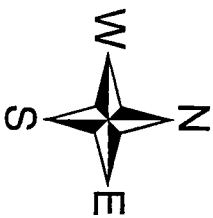
-  = trim vegetation back to the outside of fence
-  = shrub bed
-  = tree rings; weed/mulch
-  = tree wells; weed

0 25 50 100 150 200
feet

Bourne Bridge

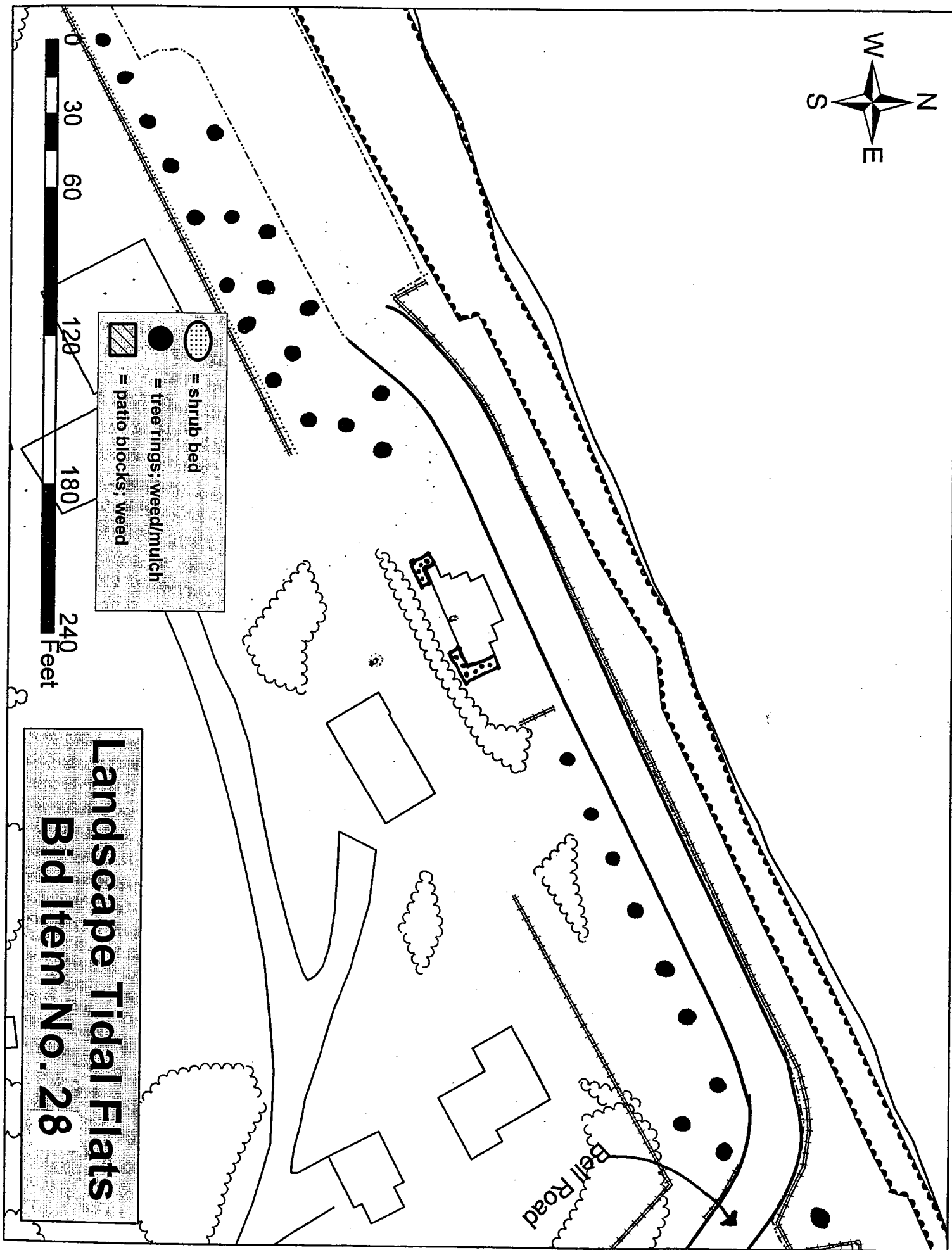
parking lot



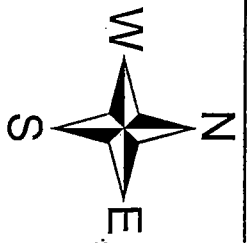


	= shrub bed
	= tree rings; weed/mulch
	= patio blocks; weed

Landscape Tidal Flats
Bid Item No. 28



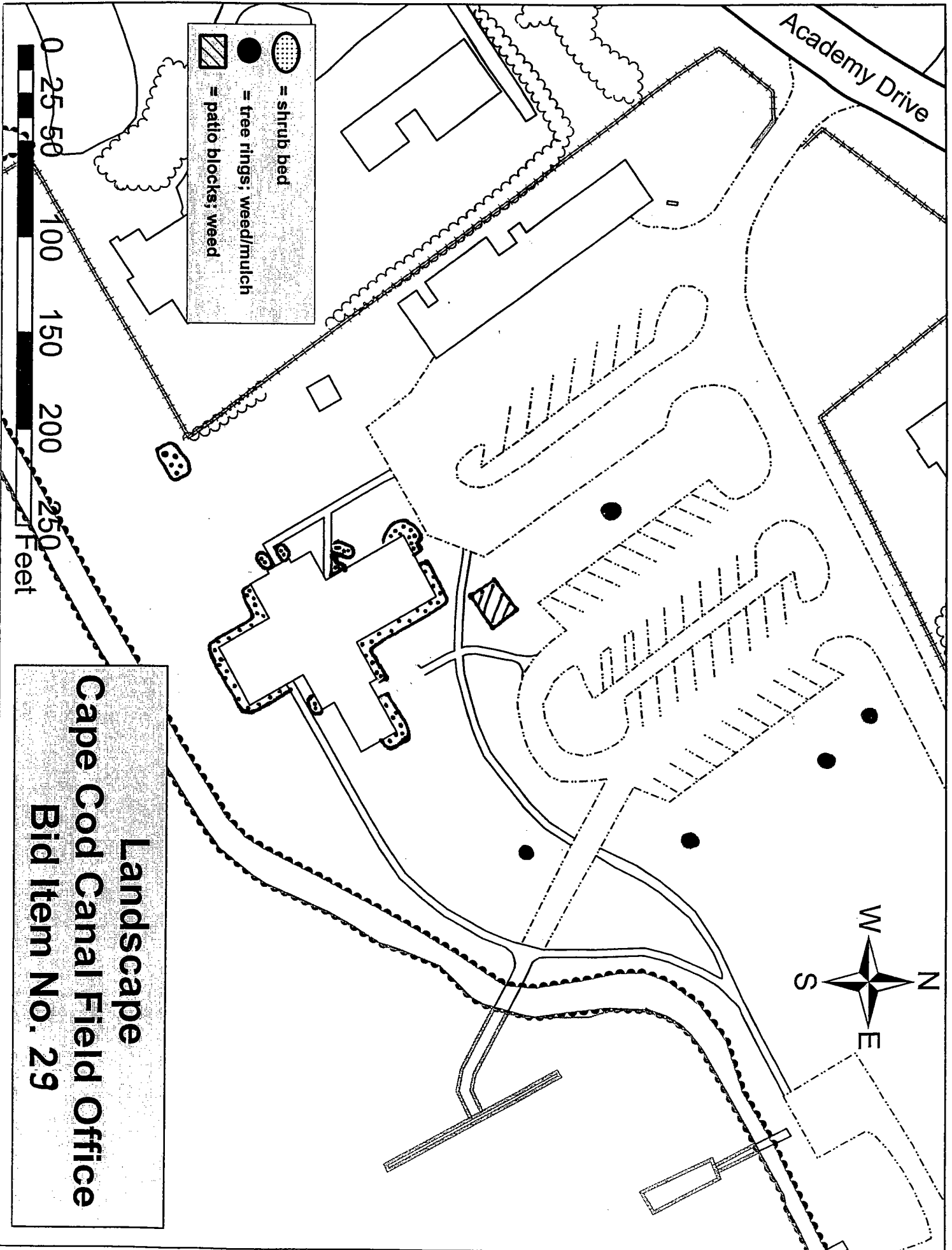
Academy Drive



- = shrub bed
- = tree rings; weed/mulch
- = patio blocks; weed

0 25 50 100 150 200 250 Feet

Landscape
Cape Cod Canal Field Office
Bid Item No. 29



Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 16-MAY-2005 TO 11-NOV-2005	N/A	CAPE COD CANAL PO BOX 1555 ACADEMY DRIVE BUZZARDS BAY MA 02532-1555 FOB: Destination	E6M2000
0002	POP 16-MAY-2005 TO 11-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E6M2000
0003	POP 16-MAY-2005 TO 11-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E6M2000
0004	POP 16-MAY-2005 TO 11-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E6M2000
0005	POP 16-MAY-2005 TO 11-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E6M2000
0006	POP 16-MAY-2005 TO 11-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E6M2000
0007	POP 16-MAY-2005 TO 11-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E6M2000
0008	POP 16-MAY-2005 TO 11-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E6M2000
0009	POP 16-MAY-2005 TO 11-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E6M2000
0010	POP 16-MAY-2005 TO 11-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E6M2000
0011	POP 16-MAY-2005 TO 11-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E6M2000
0012	POP 16-MAY-2005 TO 11-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E6M2000
0013	POP 16-MAY-2005 TO 11-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E6M2000
0014	POP 16-MAY-2005 TO 11-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E6M2000

0015	POP 16-MAY-2005 TO 11-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E6M2000
0016	POP 16-MAY-2005 TO 11-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E6M2000
0017	POP 16-MAY-2005 TO 11-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E6M2000
0018	POP 16-MAY-2005 TO 11-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E6M2000
0019	POP 16-MAY-2005 TO 11-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E6M2000
0020	POP 16-MAY-2005 TO 11-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E6M2000
0021	POP 16-MAY-2005 TO 11-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E6M2000
0022	POP 16-MAY-2005 TO 11-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E6M2000
0023	POP 16-MAY-2005 TO 11-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E6M2000
0024	POP 16-MAY-2005 TO 11-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E6M2000
0025	POP 16-MAY-2005 TO 11-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E6M2000
0026	POP 16-MAY-2005 TO 11-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E6M2000
0027	POP 16-MAY-2005 TO 11-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E6M2000
0028	POP 16-MAY-2005 TO 11-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E6M2000
0029	POP 16-MAY-2005 TO 11-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E6M2000
0030	POP 16-MAY-2005 TO 11-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E6M2000

Section G - Contract Administration Data

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.232-23	Assignment Of Claims	JAN 1986
52.242-15	Stop-Work Order	AUG 1989
52.246-1	Contractor Inspection Requirements	APR 1984
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the

offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JAN 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vi) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (Jul 2004).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.).

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts over \$25,000).

(vi) 52.222-41, Service Contract Act, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the **acquisition--**

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (Oct 2003). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

(Insert one or more Internet addresses)

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561730 (insert NAICS code).

(2) The small business size standard is \$6,000,000
(insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.227-5001 PARTICIPATION OF FOREIGN NATIONALS IN USACE CONTRACTS

All contractor employees (U.S. Citizens and Non-U.S. Citizens) working under this contract who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, email) shall, at a minimum, be designated into an ADP-III position (non sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP – III position are favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the U.S. Army Engineer District, New England, 696 Virginia Road, Concord, MA 01742-2751, Security Officer, within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted to access AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NAC's and forward visit requests/results of NAC to the U.S. Army Engineer District, New England, 696 Virginia Road, Concord, MA 01742-2751 – Security Officer. For those contractors that do not have a Cage Code or Facility Security Clearance, the U.S. Army Engineer District, New England – Bldg 1, 696 Virginia Road, Concord, MA 01742-2751, Security Officer will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER-380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or grounds maintenance services.) The contractor shall submit to the U.S. Army Engineer District, New England, Contracting Division, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a U.S. Passport, Certificate of U.S. Citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by INS which contains a photograph (INS Form I-688B).

52.232-25 PROMPT PAYMENT (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are

calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the

reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

52.219-0021 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (May 1999)

[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]

Offeror's number of employees for the past 12 months *[check this column if size standard stated in solicitation is expressed in terms of number of employees]* or Offeror's average annual gross revenue for the last 3 fiscal years *[check this column if size standard stated in solicitation is expressed in terms of annual receipts]*. *[Check one of the following.]*

No. of Employees	Avg. Annual Gross Revenues
50 or fewer	\$1 million or less
51 – 100	\$1,000,001 - \$2 million
101 – 250	\$2,000,001 - \$3.5 million
251 – 500	\$3,500,001 - \$5 million
501 – 750	\$5,000,001 - \$10 million
751 - 1,000	\$10,000,001 - \$17 million
Over 1,000	Over \$17 million

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of provision)

252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

- (2) The Contractor's CAGE code is in the CCR database; and

- (3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

- (1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

WAGE DETERMINATION

94-2259 MA,SOUTHEASTERN

WAGE DETERMINATION NO: 94-2259 REV (19) AREA: MA,SOUTHEASTERN

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2260

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
William W.Gross Division of Director Wage Determinations	Wage Determination No.: 1994-2259 Revision No.: 19 Date Of Revision: 03/18/2005

—
This wage determination applies to the following counties in MASSACHUSETTS:
BARNSTABLE, BRISTOL, DUKES, NANTUCKET, NORFOLK, and PLYMOUTH Excluding the
cities
and towns listed below:

BRISTOL County: Attleboro City, Mansfield, North Attleborough Town, Norton
Town,
Raynham, Reheoboth Town, and Seekonk.

NORFOLK County: Quincy City, Bellingham Town, Braintree Town, Brookline Town,
Canton
Town, Cohasset Town, Dedham Town, Dover Town, Foxborough Town, Franklin Town,
Holbrook Town, Medfield Town, Medway Town, Millis Town, Milton Town, Needham
Town,
Norfolk Town, Norwood Town, Randolph Town, Sharon Town, Stoughton Town,
Walpole
Town, Wellesley Town, Westwood Town, Weymouth Town, and Wrentham Town.

PLYMOUTH County: Carver, Duxbury Town, Hanover Town, Hanson Town, Hingham
Town, Hull
Town, Kingston Town, Lakeville, Marshfield Town, Middleborough, Norwell Town,
Pembroke Town, Plymouth, Plympton, Rockland Town, and Scituate Town.

—
Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I
12.31
01012 - Accounting Clerk II
13.60
01013 - Accounting Clerk III
15.07
01014 - Accounting Clerk IV
16.88
01030 - Court Reporter
18.07
01050 - Dispatcher, Motor Vehicle
15.39
01060 - Document Preparation Clerk
13.73
01070 - Messenger (Courier)
10.12
01090 - Duplicating Machine Operator
13.73
01110 - Film/Tape Librarian
15.49
01115 - General Clerk I
11.61
01116 - General Clerk II
13.06
01117 - General Clerk III
14.16
01118 - General Clerk IV
15.91
01120 - Housing Referral Assistant
19.36
01131 - Key Entry Operator I
12.83
01132 - Key Entry Operator II
14.44
01191 - Order Clerk I
12.69
01192 - Order Clerk II
14.96
01261 - Personnel Assistant (Employment) I
13.73
01262 - Personnel Assistant (Employment) II
15.54
01263 - Personnel Assistant (Employment) III
18.07
01264 - Personnel Assistant (Employment) IV
19.42
01270 - Production Control Clerk
19.42
01290 - Rental Clerk
15.54
01300 - Scheduler, Maintenance
16.69

01311 - Secretary I
16.69
01312 - Secretary II
17.39
01313 - Secretary III
19.36
01314 - Secretary IV
21.94
01315 - Secretary V
23.40
01320 - Service Order Dispatcher
14.93
01341 - Stenographer I
13.73
01342 - Stenographer II
15.54
01400 - Supply Technician
21.94
01420 - Survey Worker (Interviewer)
13.60
01460 - Switchboard Operator-Receptionist
12.25
01510 - Test Examiner
17.39
01520 - Test Proctor
17.39
01531 - Travel Clerk I
11.76
01532 - Travel Clerk II
12.72
01533 - Travel Clerk III
13.71
01611 - Word Processor I
13.60
01612 - Word Processor II
15.28
01613 - Word Processor III
17.55
03000 - Automatic Data Processing Occupations
03010 - Computer Data Librarian
15.09
03041 - Computer Operator I
15.54
03042 - Computer Operator II
17.88
03043 - Computer Operator III
19.42
03044 - Computer Operator IV
21.88
03045 - Computer Operator V
25.88
03071 - Computer Programmer I (1)
18.14

03072 - Computer Programmer II (1)
24.95
03073 - Computer Programmer III (1)
27.62
03074 - Computer Programmer IV (1)
27.62
03101 - Computer Systems Analyst I (1)
27.62
03102 - Computer Systems Analyst II (1)
27.62
03103 - Computer Systems Analyst III (1)
27.62
03160 - Peripheral Equipment Operator
15.54
05000 - Automotive Service Occupations
05005 - Automotive Body Repairer, Fiberglass
19.41
05010 - Automotive Glass Installer
17.71
05040 - Automotive Worker
16.72
05070 - Electrician, Automotive
17.48
05100 - Mobile Equipment Servicer
15.13
05130 - Motor Equipment Metal Mechanic
18.25
05160 - Motor Equipment Metal Worker
16.72
05190 - Motor Vehicle Mechanic
18.25
05220 - Motor Vehicle Mechanic Helper
14.26
05250 - Motor Vehicle Upholstery Worker
15.88
05280 - Motor Vehicle Wrecker
16.72
05310 - Painter, Automotive
17.48
05340 - Radiator Repair Specialist
16.72
05370 - Tire Repairer
13.39
05400 - Transmission Repair Specialist
18.25
07000 - Food Preparation and Service Occupations
(not set) - Food Service Worker
10.63
07010 - Baker
14.00
07041 - Cook I
12.37

07042 - Cook II
13.61
07070 - Dishwasher
9.19
07130 - Meat Cutter
17.81
07250 - Waiter/Waitress
10.49
09000 - Furniture Maintenance and Repair Occupations
09010 - Electrostatic Spray Painter
16.14
09040 - Furniture Handler
11.59
09070 - Furniture Refinisher
16.14
09100 - Furniture Refinisher Helper
13.19
09110 - Furniture Repairer, Minor
14.66
09130 - Upholsterer
16.14
11030 - General Services and Support Occupations
11030 - Cleaner, Vehicles
11.33
11060 - Elevator Operator
10.52
11090 - Gardener
15.23
11121 - House Keeping Aid I
10.07
11122 - House Keeping Aid II
11.15
11150 - Janitor
12.27
11210 - Laborer, Grounds Maintenance
14.25
11240 - Maid or Houseman
10.07
11270 - Pest Controller
16.10
11300 - Refuse Collector
13.50
11330 - Tractor Operator
15.20
11360 - Window Cleaner
13.26
12000 - Health Occupations
12020 - Dental Assistant
16.32
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver
15.25
12071 - Licensed Practical Nurse I
15.20

12072 - Licensed Practical Nurse II
17.06
12073 - Licensed Practical Nurse III
19.09
12100 - Medical Assistant
14.10
12130 - Medical Laboratory Technician
15.51
12160 - Medical Record Clerk
14.97
12190 - Medical Record Technician
15.49
12221 - Nursing Assistant I
9.72
12222 - Nursing Assistant II
10.93
12223 - Nursing Assistant III
11.95
12224 - Nursing Assistant IV
13.40
12250 - Pharmacy Technician
13.90
12280 - Phlebotomist
13.40
12311 - Registered Nurse I
23.66
12312 - Registered Nurse II
28.93
12313 - Registered Nurse II, Specialist
28.93
12314 - Registered Nurse III
35.00
12315 - Registered Nurse III, Anesthetist
35.00
12316 - Registered Nurse IV
42.00
13000 - Information and Arts Occupations
13002 - Audiovisual Librarian
21.29
13011 - Exhibits Specialist I
17.84
13012 - Exhibits Specialist II
22.08
13013 - Exhibits Specialist III
25.57
13041 - Illustrator I
18.85
13042 - Illustrator II
23.58
13043 - Illustrator III
26.04
13047 - Librarian
27.29

13050 - Library Technician
15.38
13071 - Photographer I
14.36
13072 - Photographer II
16.04
13073 - Photographer III
19.88
13074 - Photographer IV
21.15
13075 - Photographer V
25.59
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations
15010 - Assembler
9.14
15030 - Counter Attendant
9.14
15040 - Dry Cleaner
12.14
15070 - Finisher, Flatwork, Machine
9.14
15090 - Presser, Hand
9.14
15100 - Presser, Machine, Drycleaning
9.14
15130 - Presser, Machine, Shirts
9.14
15160 - Presser, Machine, Wearing Apparel, Laundry
9.14
15190 - Sewing Machine Operator
12.88
15220 - Tailor
13.45
15250 - Washer, Machine
10.16
19000 - Machine Tool Operation and Repair Occupations
19010 - Machine-Tool Operator (Toolroom)
19.74
19040 - Tool and Die Maker
20.69
21000 - Material Handling and Packing Occupations
21010 - Fuel Distribution System Operator
16.16
21020 - Material Coordinator
18.26
21030 - Material Expediter
18.26
21040 - Material Handling Laborer
13.47
21050 - Order Filler
11.79
21071 - Forklift Operator
14.80

21080 - Production Line Worker (Food Processing)
14.80
21100 - Shipping/Receiving Clerk
14.95
21130 - Shipping Packer
14.95
21140 - Store Worker I
10.79
21150 - Stock Clerk (Shelf Stocker; Store Worker II)
14.59
21210 - Tools and Parts Attendant
14.80
21400 - Warehouse Specialist
14.80
23000 - Mechanics and Maintenance and Repair Occupations
23010 - Aircraft Mechanic
23.85
23040 - Aircraft Mechanic Helper
18.17
23050 - Aircraft Quality Control Inspector
24.73
23060 - Aircraft Servicer
20.76
23070 - Aircraft Worker
21.80
23100 - Appliance Mechanic
20.97
23120 - Bicycle Repairer
13.49
23125 - Cable Splicer
24.83
23130 - Carpenter, Maintenance
22.67
23140 - Carpet Layer
21.11
23160 - Electrician, Maintenance
27.32
23181 - Electronics Technician, Maintenance I
21.77
23182 - Electronics Technician, Maintenance II
22.77
23183 - Electronics Technician, Maintenance III
23.76
23260 - Fabric Worker
17.74
23290 - Fire Alarm System Mechanic
22.09
23310 - Fire Extinguisher Repairer
19.11
23340 - Fuel Distribution System Mechanic
21.43
23370 - General Maintenance Worker
19.00

23400 - Heating, Refrigeration and Air Conditioning Mechanic
22.30
23430 - Heavy Equipment Mechanic
22.33
23440 - Heavy Equipment Operator
25.98
23460 - Instrument Mechanic
23.05
23470 - Laborer
13.08
23500 - Locksmith
19.96
23530 - Machinery Maintenance Mechanic
21.76
23550 - Machinist, Maintenance
22.80
23580 - Maintenance Trades Helper
15.96
23640 - Millwright
23.19
23700 - Office Appliance Repairer
22.08
23740 - Painter, Aircraft
20.80
23760 - Painter, Maintenance
20.39
23790 - Pipefitter, Maintenance
24.44
23800 - Plumber, Maintenance
21.83
23820 - Pneudraulic Systems Mechanic
23.05
23850 - Rigger
22.77
23870 - Scale Mechanic
21.11
23890 - Sheet-Metal Worker, Maintenance
24.84
23910 - Small Engine Mechanic
18.63
23930 - Telecommunication Mechanic I
25.52
23931 - Telecommunication Mechanic II
26.48
23950 - Telephone Lineman
25.52
23960 - Welder, Combination, Maintenance
20.37
23965 - Well Driller
22.41
23970 - Woodcraft Worker
22.41

23980 - Woodworker
16.90
24000 - Personal Needs Occupations
24570 - Child Care Attendant
11.76
24580 - Child Care Center Clerk
14.68
24600 - Chore Aid
10.44
24630 - Homemaker
17.57
25000 - Plant and System Operation Occupations
25010 - Boiler Tender
21.96
25040 - Sewage Plant Operator
19.13
25070 - Stationary Engineer
21.96
25190 - Ventilation Equipment Tender
17.00
25210 - Water Treatment Plant Operator
19.13
27000 - Protective Service Occupations
(not set) - Police Officer
22.54
27004 - Alarm Monitor
16.26
27006 - Corrections Officer
23.22
27010 - Court Security Officer
21.55
27040 - Detention Officer
23.22
27070 - Firefighter
21.32
27101 - Guard I
11.88
27102 - Guard II
13.56
28000 - Stevedoring/Longshoremen Occupations
28010 - Blocker and Bracer
20.24
28020 - Hatch Tender
18.40
28030 - Line Handler
18.40
28040 - Stevedore I
17.53
28050 - Stevedore II
19.30
29000 - Technical Occupations
21150 - Graphic Artist
28.67

29010 - Air Traffic Control Specialist, Center (2)
33.40
29011 - Air Traffic Control Specialist, Station (2)
23.04
29012 - Air Traffic Control Specialist, Terminal (2)
25.37
29023 - Archeological Technician I
17.53
29024 - Archeological Technician II
19.62
29025 - Archeological Technician III
24.31
29030 - Cartographic Technician
24.31
29035 - Computer Based Training (CBT) Specialist/ Instructor
30.10
29040 - Civil Engineering Technician
22.78
29061 - Drafter I
15.61
29062 - Drafter II
17.53
29063 - Drafter III
19.62
29064 - Drafter IV
24.31
29081 - Engineering Technician I
15.72
29082 - Engineering Technician II
17.65
29083 - Engineering Technician III
19.76
29084 - Engineering Technician IV
24.48
29085 - Engineering Technician V
29.94
29086 - Engineering Technician VI
35.52
29090 - Environmental Technician
22.10
29100 - Flight Simulator/Instructor (Pilot)
30.31
29160 - Instructor
28.76
29210 - Laboratory Technician
20.32
29240 - Mathematical Technician
22.69
29361 - Paralegal/Legal Assistant I
15.13
29362 - Paralegal/Legal Assistant II
20.70

29363 - Paralegal/Legal Assistant III
25.32
29364 - Paralegal/Legal Assistant IV
30.64
29390 - Photooptics Technician
23.99
29480 - Technical Writer
30.90
29491 - Unexploded Ordnance (UXO) Technician I
21.23
29492 - Unexploded Ordnance (UXO) Technician II
25.68
29493 - Unexploded Ordnance (UXO) Technician III
30.78
29494 - Unexploded (UXO) Safety Escort
21.23
29495 - Unexploded (UXO) Sweep Personnel
21.23
29620 - Weather Observer, Senior (3)
18.48
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)
17.51
29622 - Weather Observer, Upper Air (3)
17.51
31000 - Transportation/ Mobile Equipment Operation Occupations
31030 - Bus Driver
16.51
31260 - Parking and Lot Attendant
9.57
31290 - Shuttle Bus Driver
14.63
31300 - Taxi Driver
11.15
31361 - Truckdriver, Light Truck
14.63
31362 - Truckdriver, Medium Truck
15.55
31363 - Truckdriver, Heavy Truck
19.16
31364 - Truckdriver, Tractor-Trailer
19.16
99000 - Miscellaneous Occupations
99020 - Animal Caretaker
10.70
99030 - Cashier
8.93
99041 - Carnival Equipment Operator
11.50
99042 - Carnival Equipment Repairer
12.39
99043 - Carnival Worker
9.53

99050 - Desk Clerk
 11.82
 99095 - Embalmer
 18.90
 99300 - Lifeguard
 10.01
 99310 - Mortician
 28.93
 99350 - Park Attendant (Aide)
 14.01
 99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)
 11.48
 99500 - Recreation Specialist
 17.60
 99510 - Recycling Worker
 16.58
 99610 - Sales Clerk
 11.82
 99620 - School Crossing Guard (Crosswalk Attendant)
 10.53
 99630 - Sport Official
 11.15
 99658 - Survey Party Chief (Chief of Party)
 22.97
 99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)
 20.92
 99660 - Surveying Aide
 17.27
 99690 - Swimming Pool Operator
 16.06
 99720 - Vending Machine Attendant
 13.09
 99730 - Vending Machine Repairer
 16.06
 99740 - Vending Machine Repairer Helper
 13.58

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin

Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.)
(See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or

explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.